

SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)



TRANSPORTATION DEPARTMENT

General Table of Contents

<u>Description</u>	<u>Page</u>
Vicinity Map	i
Specifications and Contract Documents Approvals	ii –v
Notice To Bidders	vi – vii
Instruction to Bidders*	A1 – A29
Bidding Documents*	B1 – B21
Contract and other Bond Documents*	C1 – C6
General Conditions*	GC1 – GC37
Special Provisions*	SP-1 – SP-39
Appendices	
Air Quality Management District (AQMD) Recommendations*	Appendix A
Reference Drawings	Appendix B
Habitat Mitigation And Monitoring Plan (HMMP)	Appendix C
Federal Prevailing Wage Decision	Appendix D
Additional Federal Requirements Exhibits*	Appendix E

* Note: See the first page of this document description for a detailed Table of Contents.

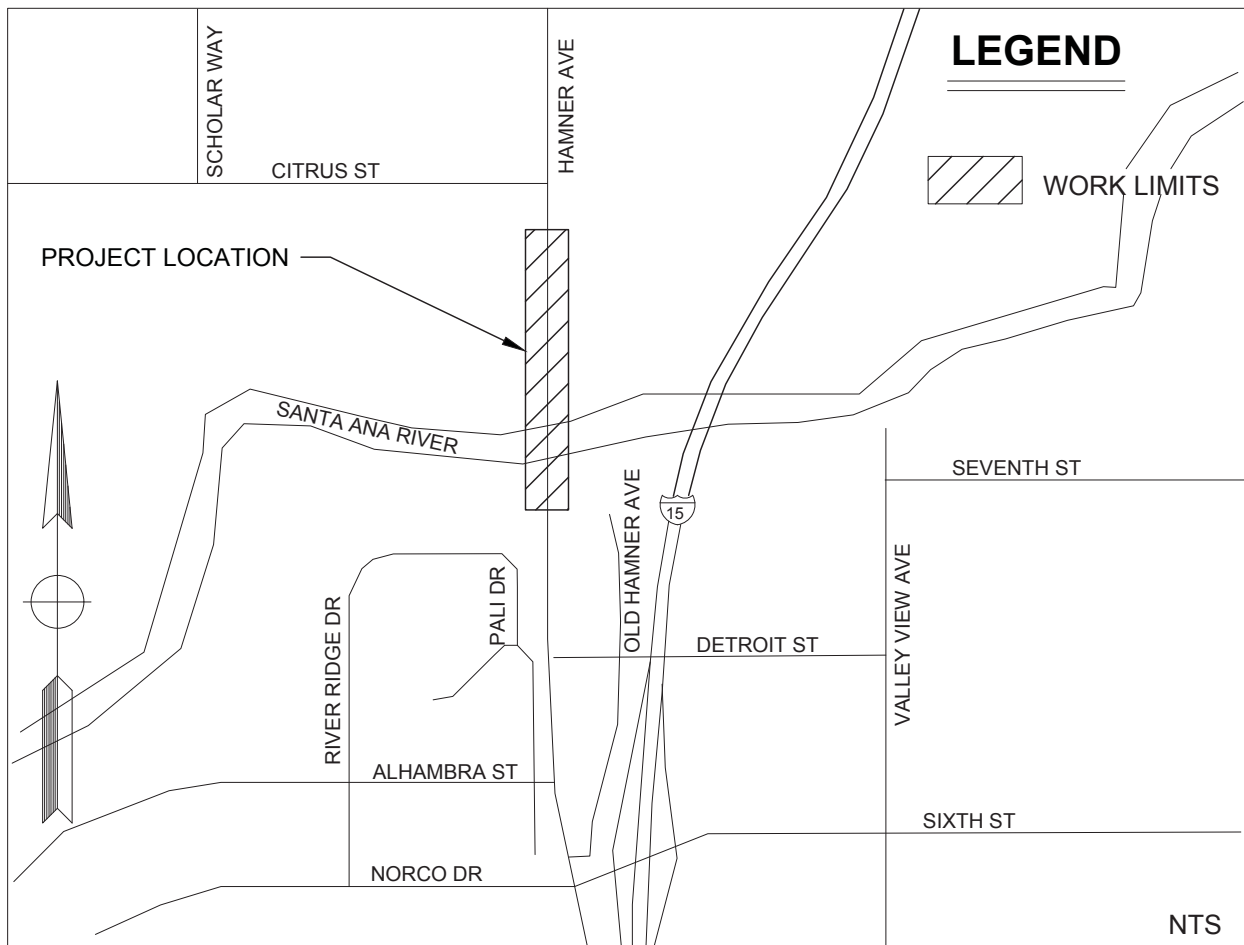
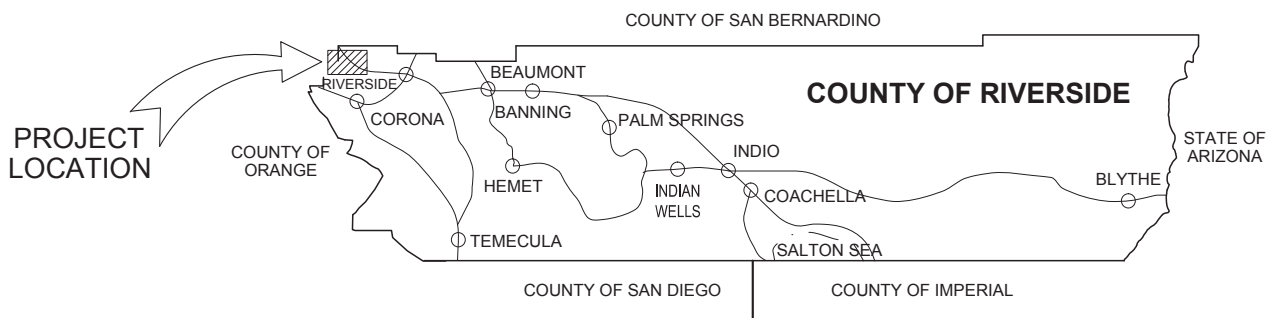
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

BRIDGE CHANNEL REVEGETATION FOR REPLACEMENT OF HAMNER AVENUE BRIDGE OVER SANTA ANA RIVER

IN THE CITY OF NORCO

PROJECT No. D2-0108

FEDERAL PROJECT No. BRLS 5956 (284)



VICINITY MAP

Specifications and Contract Documents
for the construction of
Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)

Contract Approval(s)

Recommended by:

Jan Bulinski

Jan Bulinski
Environmental Project Manager

3/18/24

Date

Concurred by:

Cesar Tolentino

Cesar Tolentino
Engineering Division Manager

3/27/2024

Date

Specifications and Contract Documents

for the construction of

Bridge Channel Revegetation for

Replacement of Hamner Avenue Bridge Over Santa Ana River

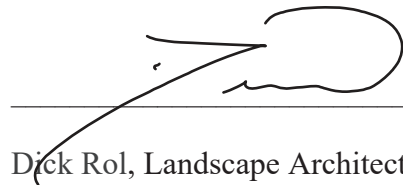
In the City of Norco

Project No. D2-0108

Federal Project No. BRLS 5956 (284)

Landscape Architect Certification(s)

These specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Landscape Architect :




Dick Rol, Landscape Architect

06/20/2024
Date



Concurred by:



Roya Golchoobian, PE
Ty Lin International / Project Manager

6/20/2024

Date

Specifications and Contract Documents
for the construction of
Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:

_____

Jan Bulinski
Environmental Project Manager/
NPDES Coordinator

10/11/24
Date

Specifications and Contract Documents

for the construction of

Bridge Channel Revegetation for

Replacement of Hamner Avenue Bridge Over Santa Ana River

In the City of Norco

Project No. D2-0108

Federal Project No. BRLS 5956 (284)

Transportation Department Management Review and Recommendation

Traffic Engineering  Susan Vombaur Engineering Division Manager 10-17-24 Date	Highway Operations  Paul Russell Highway Operations Superintendent 10/17/24 Date
Environmental  Jan Bulinski Environmental Project Manager 10/11/24 Date	Capital Projects  Hector D. Davila Deputy Director 10-17-2024 Date
Project Development  Cesar Tolentino Engineering Division Manager 10/30/2024 Date	Construction / Inspection  John Ashlock Engineering Division Manager 10/30/24 Date

County of Riverside Notice to Bidders

Sealed Bids, by pre-qualified Contractors, will be received at the Riverside County Transportation Department, 14th Street Transportation Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 until 2:00 pm on **TBD, 2025** at which time they will be publicly opened at said address, for construction in accordance with the specifications therefore, to which special reference is made, as follows: County of Riverside,

Bridge Channel Revegetation for Replacement of Hamner Avenue Bridge Over Santa Ana River In the City of Norco Project No. D2-0108 Federal Project No. BRLS 5956 (284)

The DBE Contract goal is **12.1** percent.

Only bids from pre-qualified Contractors will be accepted per Board of Supervisors action and applicable law.

A pre-bid meeting is scheduled for 2:15 pm on **TBD, 2025**, at the County of Riverside Transportation Department, 3525 14th Street, Riverside, California 92501. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting will not be mandatory.

This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Assistance Efficiency Act of 1991.

Bids are required for the entire work described herein. The Contractor shall possess a current and active State of California Class "C-27" (Landscaping) Contractor's license at the time this contract is awarded. The successful bidder shall furnish a payment bond and a performance bond.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry, in writing, prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Technical questions should be directed to the office of the County of Riverside Transportation Department, 3525 14th Street, Riverside, CA 92501, telephone (951) 955-6780, electronic mail: jrjimenez@rivco.org.

A digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 11"x17" size plans may be obtained upon request for a nonrefundable fee of **\$15.00** per set, plus mailing costs.

Email request of bidding documents, with company and contact information, to **Bids-Contracts@rivco.org** and reference this project (or contact 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780).

Engineering Estimate: \$837,000 - \$975,000 (Base Bid Schedule)

Bid Bond 10 %
Performance Bond 100 %
Payment Bond 100 %
Working Days 100
Plant Establishment Period 5 years

Website: <https://trans.rctlma.org/notices-inviting-bids>

The County of Riverside affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of bid book. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Instructions to Bidders

Table of Contents

1.	Inspection of Site	A 3
2.	Bidder's Bid Form	A 3
3.	Bid Bond	A 4
4.	Non-Collusion Declaration	A 4
5.	Additional Bidding Forms	A 4
	Iran Contracting Act, Certification or Exemption	A 4
6.	Interpretation of Documents	A 5
7.	Quantities	A 5
8.	Addenda	A 6
9.	License	A 6
10.	Contract Participation	A 7
11.	Subletting, Subcontracting, and Subcontractor List	A 7
12.	Registration with the Department of Industrial Relations (DIR).....	A 8
13.	Equal Employment Opportunity Certification.....	A 9
14.	Public Contract Code Statements and Questionnaire	A 9
15.	Debarment and Suspension Certification.....	A 10
16.	Federal Lobbying Restrictions.....	A 10
17.	Disadvantaged Business Enterprise (DBE)	A 11
A.	DBE Commitment Submittal.....	A 14
B.	Good Faith Efforts Submittal	A 15
C.	Exhibit 15-G Construction Contract DBE Commitment.....	A 16
18.	Subcontractor and DBE Records	A 17
19.	Performance of DBE.....	A 18
20.	DBE Certification Status.....	A 23
21.	Hours of Work	A 23
22.	Alternate Bid Schedules.....	A 24
23.	Bids	A 24

24.	Like Bid Items.....	A 25
25.	Contract Documents.....	A 26
26.	Submission of Bidder's Bid.....	A 26
27.	Qualifications of Bidders	A 26
28.	Award of Contract.....	A 27
29.	Payment and Performance Bonds	A 29
30.	Return of Bid Guarantee	A 29
31.	Submission of Insurance Certificate and Endorsements.....	A 29

Instructions to Bidders

The Bidder's attention is directed to the provisions in Standard Specifications Section 2, "Bidding" and the Contract Documents, including the Plans and the Special Provisions, for the requirements and conditions which the Bidder must observe in the preparation of and the submission of the Bid.

Failure of the Bidder to fulfill the requirements of the Instruction to Bidders, General Conditions or Special Provisions for submittals required to be furnished after bid opening may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low Bidder on a future public works contracts.

In compliance with the Americans with Disabilities Act, persons with disabilities may request for assistance and reasonable accommodations (including auxiliary aids and services at no cost) to participate in the pre-bid meeting (if scheduled and as designated in the Notice to Bidders) or bid opening meeting (as scheduled in the Notice to Bidders). The physical location of the pre-bid meeting and bid opening is accessible to persons with disabilities. If assistance is needed, please contact the Project Development Division at 951-955-6780 or rrjimenez@rivco.org at least 3 business days before the scheduled event.

In compliance with Title II of the Americans with Disabilities Act (ADA), the County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services and activities are fully accessible to and usable by people with disabilities.

To accommodate persons with disabilities, documents in this Bid Book are available in alternate formats upon request.

1. Inspection of Site

Bidder's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination." Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. Signature(s) provided by the Bidder must be from an authorized officer or agent (see Bidder Data and Signature sheets).

If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

All Bid forms shall be obtained from the Riverside County Transportation Department, 3525 14th Street, Riverside, California 92501.

3. Bid Bond

All Bidders are required to use the bond form found in the Bid Book's "B" pages; the form is titled "Bid Bond."

The Bid must be accompanied by a 10% Bid Bond using the form provided in the Bid Book, or a certified check, or cashier's check payable to the order of "County of Riverside," in an amount not less than 10% of the bid amount, inclusive of alternate bid schedule(s). Submitted Bid Bond form must be completely filled in, sealed, dated and signed. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

4. Non-Collusion Declaration

In conformance with Public Contract Code §7106, a Non-Collusion Declaration is included in the Bid. Bidder Declaration must be submitted using the form provided in the Bid Book and it must be completely filled in, dated and signed. Signatures on the Non-Collusion Declaration must be notarized.

5. Additional Bidding Forms

Iran Contracting Act, Certification or Exemption

The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code §2200 through §2208.

The Iran Contracting Act Certification/Exemption form is included in the Bid Book. For projects estimated or Bid, in the amount of \$1,000,000 or more, Bidder must completely fill in, date, sign and submit this form with the Bid documents.

6. Interpretation of Documents

Discrepancies, errors, omissions, ambiguities, requirements likely to cause disputes between trades and similar matters must be promptly brought to the attention of the County in writing. When appropriate, addenda will be issued by the County.

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except County-overserved holidays), up to, including and no later than the fifth (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs submitted after that time, unless the County determines at its sole discretion that it is in the best interest of the public and the County to do so. RFIs should be addressed and sent to:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rivco.org
and/or
Bids-Contracts@rivco.org

Any communication by anyone as to RFIs and other project document inquiries, except by Addenda, does not affect the meaning or requirements of the Contract Documents.

7. Quantities

The amount of work to be done and/or materials to be furnished under the Contract, as shown in the Bid form, are merely estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase, decrease or entirely eliminate any items from the work and/or materials to be furnished.

Bidders are cautioned against the unbalancing of their bid by prorating project overhead costs only into one, two, or few items when there are various items listed in the bid schedule(s).

8. Addenda

County reserves the right to issue Addenda to the Contract Documents at any time prior to the scheduled bid opening date and time. Each potential Bidder must provide the County his company name, contact name, phone number, facsimile number, electronic mail address and company address for the purpose of receiving Addenda.

To be considered responsive, the Bid must list and take into account all issued Addenda.

In addition to listing the acknowledged addenda (if any) on the Bid, Bidders should submit each addendum's acknowledgement signature page and attach each one to the Bid. Attaching all addenda pages and attachments (if any) to the Bid submittal is not necessary for Bid submittal. All Addenda is a component of the Contract Documents.

9. License

To be considered for award of the Contract, a Bidder must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of bid submission. This includes Joint Ventures.

If a Bidder is a Joint Venture, "Schedule B—Information for Determining Joint Venture Eligibility" form, located within the Additional Federal Requirements section, must be submitted. If a Bidder is a Joint Venture and this information form is not submitted with the bid, the apparent low Bidder, the 2nd low Bidder, and the 3rd low Bidder must complete and submit this form to the County. Joint Venture information form must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

Each item of work will be performed by a Contractor that is qualified and properly licensed for that work.

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor." Proof of certification must be provided to the County before the start of construction.

The Contractor must be properly licensed as a Contractor from contract award through contract acceptance (Public Contract Code § 10164).

10. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, “Small Business Participation Report,” of the Standard Specifications is deleted.

Contractors are advised that the Disadvantaged Business Enterprise (DBE) Program is separate and distinct from a variety of business programs such as Disabled Veterans Business Enterprise (DVBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Women Business Enterprise (WBE), and others. DBE firms must be certified as such in order to qualify under the DBE program.

11. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 13, “Subcontracting.”

Pursuant to Public Contract Code § 4100 et seq., “Subletting and Subcontracting Fair Practices Act,” Bidders are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

The Bidder must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Bid Book.

Section 2-1.10, “Subcontractor List” of the Standard Specifications is deleted and replaced with the following:

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Public Contract Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The Subcontractor List must show the business name, business address, license number, DIR registration number and work portions to be performed by each subcontractor listed. Work portions must be identified by bid item number and description for each subcontractor listed. The percentage of work to be performed by all listed subcontractors must be written on the bottom of the Subcontractor List form.

An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor who is qualified and properly licensed for that listed item of work.

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and for total and/or individual subcontracted percentage amounts. Bidder must provide this information within three (3) business days after the bid opening date.

Penalties

The Bidder's attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code § 1771.1 (c) for subcontractors who are not registered with the DIR.

DBE note

Bidders are cautioned that this listing requirement is in addition to the requirement to submit a list of all DBE subcontractors after the opening of the Bids.

12. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- Notice to Bidder's regarding Labor Code requirements
- General Conditions Section 8, "Labor Code"

No Contractor may submit a bid nor a subcontractor be listed on a bid (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

No Contractor or subcontractor may be awarded a Contract (awarded on or after April 1, 2015) or perform work on any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

13. Equal Employment Opportunity Certification

Equal Employment Opportunity (EEO) Certification must be submitted using the form provided in the Bid Book and it must be completely filled in, checked off as applicable, signed, and dated.

EEO Certification form should be submitted by and for the bidding Contractor at the time of Bid submittal. If the EEO Certification form is not submitted with the Bid, the form may be removed from the bid document pages before submitting the Bid.

EEO Certification form must be submitted, prior to award of contract, for the intended award Contractor and all of his listed subcontractors.

Other Bidders do not need to submit the EEO Certification form for their subcontractors unless the County requests for them. If the County requests Bidder to submit EEO Certification form(s), Bidder must submit the completed form within 4 business days of the request.

If apparent low Bidder does not submit the EEO Certification form(s) prior to award, the County finds bid non-responsive.

14. Public Contract Code Statements and Questionnaire

Public Contract Code Statements and Questionnaire must be submitted using the form provided in the Bid Book and it must be completely filled in as applicable. These statements and questionnaire are part of the Bid. Signature of Bid constitutes signature of these statements and questionnaire.

15. Debarment and Suspension Certification

Debarment and Suspension Certification must be submitted using the form provided in the Bid Book. This certification is part of the Bid. Signature of Bid constitutes signature of this Certification.

16. Federal Lobbying Restrictions

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

17. Disadvantaged Business Enterprise (DBE)

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a contract goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal. An adequate good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE good faith efforts documentation as described in sub-section B below, Good Faith Efforts Submittal.

It is your responsibility to verify that the DBE firm is certified as a DBE at date of bid opening by using the California Unified Certification Program (CUPCP) database and possesses the most specific available North American Industry Classification System (NAISC) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, you are responsible to document the verification record by printing out the CUCP data for each DBE firm. For a list of DBEs certified by the CUCP, go to:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

All DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Contract Assurance

Under 49 CFR 21 and 26.13(b):

The Contractor, sub recipient or subcontractor, including procurements of materials and leases of equipment, shall not discriminate on the basis of race, color, sex, national origin, religion, age or disability in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR, Subtitle A, Part 21 and Part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Each subcontract signed by the Bidder, including non-DBE firms, must include this assurance.

Prompt Progress Payment

Attention is directed to Section 16, Prompt Progress Payment to Subcontractors, of the General Conditions.

Prompt Payment of Withheld Funds to Subcontractor

Attention is directed to Section 17, Prompt Payment of Withheld Funds to Subcontractors, of the General Conditions.

Termination and Replacement of DBE Subcontractors

Attention is directed to Section 19, Performance of DBE, of these Instructions to Bidders.

Commitment and Utilization

The County's DBE program includes a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment form included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form (See Appendix E) and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the County.

The County shall request the prime contractor to:

1. Notify the Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-P: Prompt Payment Certification (See Appendix E))

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form (See Appendix E).

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form (See Appendix E) and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE) (See Appendix E), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

DBE Commitment Submittal

Submit Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, the form may be removed from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low Bidder, the 2nd low Bidder, and the 3rd low Bidder must complete and submit the DBE Commitment form to the County. DBE Commitment form must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the documents shall be resubmitted within 2 business days of Bidder's receipt of review comments.

If you do not submit the DBE Commitment form within the specified time, the County finds your bid non-responsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The County may consider DBE commitments of the 2nd and 3rd Bidders when determining whether the low Bidder made good faith efforts to meet the DBE goal.

Exhibit 15-G Construction Contract DBE Commitment

Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the County encourages you to submit a copy of the joint venture agreement.

Running Tally of Attainments

Attention is directed to Section 14, Monthly Progress Estimates and Payments, of the General Conditions.

Commercially Useful Function

Attention is directed to Section 19, Performance of DBE, of these Instructions to Bidders.

Use of Joint Checks

Attention is directed to Section 19, Performance of DBE, of these Instructions to Bidders.

18. Subcontractor and DBE Records

Use each DBE subcontractor as listed on the List of Subcontractors form and Exhibit 15-G Construction Contract DBE Commitment form unless you receive written authorization for a substitution.

The County requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business, Exhibit 9-P (See Appendix E).

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form, Exhibit 16-Z1 (See Appendix E).

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form (See Appendix E). Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form (See Appendix E). Submit it within 90 days of contract acceptance. The County withholds \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and

submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F) (See Appendix E).

19. Performance of DBE

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form included in the Bid.

Do not terminate or replace a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the County.

Unless the County's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination and Replacement of DBE Subcontractors

You cannot terminate or perform any work of a DBE listed on Exhibit 15-G: Construction Contract DBE Commitment; neither can substitute any work for a DBE subcontractor without the written consent of the County prior to any replacement taking place. Unless the County provides prior written consent, the contractor is not entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G. After affording the DBE due process (see Termination of DBE Subcontractors below), when you receive written permission from the County to terminate it must then make adequate Good Faith Efforts (GFEs) for any necessary replacement of a DBE subcontractor to the extent needed to meet the DBE commitment.

Termination of DBE Subcontractors

You must utilize the specific DBEs listed to perform the work and supply the materials for each item listed in the contract unless the contractor obtains the County's written permission.

The County authorizes a request to use other forces or sources of materials if it shows any of the following, but not limited to, justifications after a contract with a specified DBE goal has been executed:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, you must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the County. The written notice to the DBE must request they provide any response within five (5) business days to both you and the County by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, you may move forward with the request as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the County and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The County shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the County's written authorization of DBE termination request, you must obtain the County's written agreement for DBE replacement. You must find or demonstrate good faith efforts to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the County which must include:

- a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of County 's authorization to terminate the DBE. You may request the County 's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and/or other work you had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the County may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the good faith efforts

The County shall respond in writing to your DBE replacement request within five (5) business days.

You must submit a revised Subcontracting Request form if the replacement plan is authorized by the County.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF.

You must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. This also includes DBE truckers, suppliers, and other vendors where a subcontract is not required. For contracts between the first-tier DBE and the second-tier DBE, the first-tier DBE must perform the CUF evaluation on the second-tier DBE following the same procedure described in this section. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

You must provide written notification to the County at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, you must submit to the County the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

You must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. You must submit to the County these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

You must notify the County immediately if you believe the DBE may not be performing a CUF.

The County will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional County evaluations. The County must evaluate DBEs and their CUF performance throughout the duration of a Contract. The County will provide written notice to you and DBE at least two (2) business days prior to any evaluation. You and DBE must participate in the evaluation. Upon completing the evaluation, the County must share the evaluation results with you and DBE. An evaluation could include items that must be remedied upon receipt. If the County determines the DBE is not performing a CUF you must suspend performance of the noncompliant work.

You and DBEs must submit any additional CUF related records and documents within five (5) business days of County's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If you and/or the County determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The County may deny payment for the noncompliant portion of the work. The County will ask you to submit a corrective action plan (CAP) to the County within five (5) days of the noncompliant CUF determination. The CAP must identify how you will correct the noncompliance findings for the remaining portion of the DBE's work. The County has five (5) days to review the CAP in conjunction with the prime contractor's review. You must implement the CAP within five (5) days of the County 's approval. The County will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then you may have good cause to request termination of the DBE.

CUF determinations are not subject to administrative appeal to the County, Caltrans and USDOT.

Use of Joint Checks

A joint check may be used between you or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the County for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including you, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- County must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the County's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to you for DBE participation.

A joint check may not be used between you or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

20. DBE Certification Status

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Exhibit 17-O, "Disadvantaged Business Enterprises (DBE) Certification Status Change," (See Appendix E) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 30 days from the date of contract acceptance.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

21. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except County-overserved holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

22. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will apply:

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will apply:

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

23. Bids

No Bidder may withdraw their bid for a period of ninety (90) calendar days after the bid opening.

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder must set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price thus obtained will be the unit price.
2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a Lump Sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid amount is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, including determination of non-responsiveness, shall be final.

The County hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the Contract to other than the lowest Bidder.

24. Like Bid Items

The Bidder is advised that the items of work may be grouped into bid schedules, and that certain bid items may be listed in more than one bid schedule, and listed with different bid item numbers, and the following will apply thereto:

The Bidder is directed to submit the same bid amount for all bid items that are listed with the same item code and item description. Said bid items are referred to herein as “Like Bid Items.”

“Like Bid Items” will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, “Changes and Extra Work” of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as “Lump Sum” or “Force Account.”
3. Alternate Bid Schedules.

In the event that a Bidder submits different unit bid amounts for “Like Bid Items,” as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective “Like Bid Items.”

25. Contract Documents

The complete Contract Documents are identified in the Contract. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications in making their bid.

26. Submission of Bidder’s Bid

A Bidder’s Bid must be submitted in a sealed opaque envelope that clearly identifies the Bidder’s name and the project name. Bids must be received before the scheduled date and time at the location set forth in the Notice to Bidders and may be withdrawn only as stated in the Bid. Bids must be completed in ink.

27. Qualifications of Bidders

No award will be made to any Bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the Contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The Bidder may be required to submit his record of work of similar nature to that proposed under these specifications and unfamiliarity with the type of work may be sufficient cause for rejection of bid.

28. Award of Contract

The Bidder's attention is directed to the provisions in these Instructions to Bidders for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

Section 3-1.02B, "Tied Bids" introduction sentence, "The Department breaks a tied bid with a coin toss except:" is deleted and replaced with:

"The County may select one of any number of tied bids by its desired choice (Public Contract Code § 22038.b)"

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose bid complies with all the requirements prescribed.

The County reserves the right to reject all bids received.

Acceptance, by the governing body of the County by resolution or minute order at a meeting regularly called and held, of a Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

The County will submit the Contract Documents to the low responsive and responsible Bidder for execution prior to award utilizing the following procedures and requirements:

- A. A Bidder whose Bid is accepted must execute the formal construction Contract with the County, similar to the form attached hereto as a sample, and must return said Contract, together with approved Performance Bond and Payment Bond and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) business days from the date of the Notice of Acceptance of Bid and Intent to Award as issued by the Transportation Department. All submittals must meet the requirements of the bid documents. Corrections, if required, must be made and the revised documents must be resubmitted within two (2) business days of Contractor's receipt of review comments.
- B. The bonds and insurance documentation must be submitted in accordance with the Contract Document requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department and prior to the performance of any work under the Contract.
- C. If a Bidder to whom a Notice of Acceptance of Bid and Intent to Award has been issued, fails or refuses to sign a construction Contract, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County may, at its sole discretion, rescind the Notice of

Acceptance, and the bid guarantee submitted by that Bidder will become the property of the County as prescribed in the bid documents and as allowed by law.

- D. If it is in the best interest of the County, the County reserves the right to award the Contract prior to execution by the Contractor. Thereafter, County will mail or deliver the County signed Contract to the awarded Contractor for execution and return.

Bid Protest

Any Bidder submitting a bid to County may file a protest of the County's proposed Award of the Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is filed with and received by County of Riverside Transportation and Land Management Agency at the following address:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rivco.org

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is <https://trans.rctlma.org/bid-summaries>. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying

the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

29. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Bidder. All bonds must be on County's forms contained in the Bid Book.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". If a California admitted surety issuing bonds does not meet these requirements, the surety will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the County. The bond forms included in the Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

30. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

Bid bonds will not be returned unless specifically requested by the Bidder in writing. Any submitted negotiable securities of unsuccessful Bidders will be returned by mail within 30 days of the award of a contract to the successful Bidder. Any submitted negotiable security of the successful Bidder will be returned by mail within 30 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

31. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4, "Insurance and Hold Harmless."

Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the County, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the County.

Bidding Documents

Table of Contents

<u>Description</u>	<u>Page</u>
Bid	B1
Bid and Bid Item List	B2
Bidder Data and Signature	B3-B4
Subcontractor List	B5
Non-Collusion Declaration	B6
Iran Contacting Act, Certification or Exemption	B7
Equal Employment Opportunity Certification	B8
Public Contract Code Statements and Questionnaire	B9
Debarment and Suspension Certification	B10
Nonlobbying Certification	B11-B14
DBE Commitment (Construction Contracts), Exhibit 15-G	B15-B16
DBE Information - Good Faith Efforts, Exhibit 15-H	B17-B19
Bidder's List of Subcontractor (DBE and Non-DBE subcontractors) – Part 1 and Part 2	B20-B21
Bid Bond	B22

Bid

Date: _____

To: County of Riverside, hereafter called "County";

Bidder: _____
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Bridge Channel Revegetation for Replacement of Hamner Avenue Bridge Over Santa Ana River, In the City of Norco, Project No. D2-0108, Federal Project No. BRLS 5956 (284)** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** _____ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	------	--------------------	-------------------------	--------------------

BASE BID SCHEDULE

1	066102	DUST ABATEMENT	LS	1		
2	100100	DEVELOP WATER SUPPLY	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM [IF NECESSARY]	LS	1		
4	160110	TEMPORARY HIGH-VISIBILITY FENCE [TYPE ESA]	LF	5,400		
5	170103	CLEARING AND GRUBBING	LS	1		
6	206300	TEMPORARY IRRIGATION SYSTEM	LS	1		
7	032001	PLANTS PROCUREMENT AND INSTALLATION [1-GALLON]	EA	741		
8	032002	PLANTS PROCUREMENT AND INSTALLATION [TREETOP 4 PLANTING]	EA	118		
9	032003	PLANTS PROCUREMENT AND INSTALLATION [TREEBAND PLANTING]	EA	480		
10	032004	PLANTS PROCUREMENT AND INSTALLATION [STANDARD SIZE CUTTING]	EA	272		
11	032005	PLANTS PROCUREMENT AND INSTALLATION [LARGE SIZE CUTTING]	EA	284		
12	204099	PLANT ESTABLISHMENT WORK [5 YEAR MAINTENANCE /ESTABLISHMENT]	LS	1		
13	210430	HYDROSEEDING	ACRE	6		
14	038201	RESTORATION SIGNAGE	EA	4		
15	999990	MOBILIZATION [INCLUDES DEMOBILIZATION AND FINAL CLEANUP]	LS	1		

PROJECT

TOTAL: _____ \$ _____

ITEMS 1 - 15

"WORDS"

Bidder Data and Signature

Name of Bidder: _____

Type of organization: _____

Person(s) authorized to sign for Bidder: _____

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: _____
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: _____

P.O. Box- Number: _____

P.O. Box- City, State, Zip Code: _____

Phone: (_____) _____

Facsimile: (_____) _____

E-mail: _____

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Department of Industrial Relations Registration Number: _____

Bidder Data and Signature (continued)

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Statements and Questionnaire are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission regulations (Chapter 5, Title 2 of the California Administrative Code).

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, part 29 Debarment and Suspension Certification, and Disclosure of Lobbying Activities are true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature: _____

Name (printed): _____

Title: _____
"Contractor"

Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): _____

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: _____%

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

Non-Collusion Declaration

To be executed by bidder and submitted with bid.
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the _____ (Title) of _____ (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

_____ (Month) _____ (Day) of _____ (Year),

at _____ (City), _____ (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Note: Notarization of signature required.
☐ Check box if attachment is included.

Iran Contracting Act

(Public Contract Code sections 2200-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **attach documentation demonstrating the exemption approval.**

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Equal Employment Opportunity Certification

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company name)

By: _____

(Signature)

(Name, print)

(Title)

(Date)

Note:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Public Contract Code Statements and Questionnaire

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** _____, **has not** _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances on a separate page.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Nonlobbying Certification

(for Federal-Aid Contracts)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06 (LPP 13-01, May 8, 2013, Exhibit 10-Q)

Instructions for Completion of Standard Form – LLL

Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90 (LPP 13-01, May 8, 2013)

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: County of Riverside 2. Contract DBE Goal: 12.1 %

3. Project Description: Bridge Channel Revegetation for Replacement of Hamner Avenue Bridge Over Santa Ana River

4. Project Location: In the City of Norco

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		
22. Local Agency Contract Number: _____		<div style="border: 1px solid black; padding: 5px;"> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p> </div>		%
23. Federal-Aid Project Number: _____				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____		<div style="border: 1px solid black; padding: 5px;"> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> </div>		
27. Local Agency Representative's Signature _____		28. Date _____		17. Preparer's Signature _____
29. Local Agency Representative's Name _____		30. Phone _____		18. Date _____
31. Local Agency Representative's Title _____				19. Preparer's Name _____
				20. Phone _____
				21. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** – Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

Exhibit 15-H, DBE Information – Contractor Good Faith Efforts

Federal-aid Project No(s). BRLS 5956 (284)

Bid Opening Date _____

The **County of Riverside** established a Disadvantaged Business Enterprise (DBE) goal of **12.1 %** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Lowest, second lowest and third lowest bidders shall submit the following information to document their good faith efforts no later than 4:00 p.m. on the 4th business day after bid opening. Bidders are recommended to submit the following information even if the Exhibit 15-G: Construction Contract DBE Commitment indicate that the bidder has met the DBE goal. This form protects the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

- H. Any additional data to support a demonstration of good faith efforts:

NOTE: Use additional sheets if necessary.

Bidder's List of Subcontractor (DBE and Non-DBE subcontractors) – Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Copy this form for additional firms.**

Bidder information shall be furnished, using this form, for each supplier, trucking firm and subcontract bid/proposal that the apparent low bidder received pertaining to the reference project, whether or not the bidding supplier, trucking firm or sub-contractor was awarded work by the apparent low bidder, and whether or not bid/proposal was solicited by the apparent low bidder. Bidder information is required for both DBE and non-DBE firms. This information must be submitted by the apparent low bidder, second low bidder and third low bidder as an attachment to the compiled "Exhibit 15-G, Construction Contract DBE Commitment" form.

Federal-aid Project No(s). **BRLS 5956 (284)**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____yrs.

Bidder's List of Subcontractor (DBE and Non-DBE subcontractors) – Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote ot bid but **were not selected** to participate as subcontractor on this project. **Copy this form for additional firms.**

Federal-aid Project No(s). **BRLS 5956 (284)**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.
Name:								<input type="checkbox"/> <\$1 million
City, State:								<input type="checkbox"/> <\$5 million
								<input type="checkbox"/> <\$10 million
								<input type="checkbox"/> <\$15 million
								Age of Firm: ____yrs.

Bid Bond

Recitals:

1. _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Bridge Channel Revegetation for Replacement of Hamner Avenue Bridge Over Santa Ana River, In the City of Norco, Project No. D2-0108, Federal Project No. BRLS 5956 (284)** in accordance with a Notice Inviting Bids from the County.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _____

Signatures:

By: _____ By: _____

Title: Attorney in Fact Title: _____
"Surety" "Contractor"

STATE OF _____ } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY _____ }
OF _____ }

On _____ before me, _____ personally appeared, _____ known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

Contract and Other Bond Documents

Table of Contents

<u>Description</u>	<u>Page</u>
Contract	C1 – C4
Performance Bond	C5
Payment Bond	C6

County of Riverside Contract No. _____

Contract

**Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

THIS CONTRACT, made and concluded, in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and _____ Contractor, party of the second part.

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. _____ issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated **2023**, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated **2023**, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled _____, Sheets 1 through _____, Plan number _____, approved _____, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

ARTICLE II:

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V:

The entire Contract consists of the following documents: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) the documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

ARTICLE VI:

And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

Contract (Example)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
...						
...						
...						
...						
...						
...						
...						
...						
...						
N						

PROJECT

TOTAL:

ITEMS 1-N

“WORDS”

\$_____

**Bridge Channel Revegetation for
Replacement of Hamner Avenue Bridge Over Santa Ana River
In the City of Norco
Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

COUNTY OF RIVERSIDE

CONTRACTOR

BY: _____

BY: _____

Chair, Board of Supervisors

DATED: _____

TITLE: _____
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kimberley A. Rector, Clerk of the Board

BY: _____

TITLE: _____

Deputy

Licensed in accordance with an act providing
for the registration of Contractors,

License No.: _____

Federal Employer Identification Number:

Department of Industrial Relations Registration Number:

BY _____
"County"

"Corporation"
(Seal)

Performance Bond

Recitals:

1. _____ (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as _____.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$_____ and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

Payment Bond

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are _____, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ _____, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of _____.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE

OF _____

COUNTY

OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

General Conditions

Table of Contents

1.	Definitions and Terms.....	GC 3
2.	Standard Specifications.....	GC 4
3.	Director of Transportation	GC 5
4.	Insurance and Hold Harmless	GC 6
5.	Beginning of Work, Time of Completion, and Liquidated Damages.....	GC 10
6.	County's Right to Stop Work or Terminate the Contract.....	GC 10
7.	General Prevailing Wage:	GC 11
8.	Federal Prevailing Wage Decision.....	GC 12
9.	Labor Code.....	GC 12
10.	Labor Nondiscrimination	GC 13
11.	Title VI Nondiscrimination.....	GC 13
12.	Equal Employment Opportunity	GC 15
13.	Subcontracting	GC 16
14.	Monthly Progress Estimates and Payments	GC 18
15.	Deposit of Securities	GC 19
16.	Prompt Progress Payment to Subcontractors.....	GC 19
17.	Prompt Payment of Withheld Funds to Subcontractors.....	GC 20
18.	Payment for Extra Work (Force Account Basis)	GC 20
19.	Change Orders – Detail Drawings and Instructions	GC 21
20.	Final Payment	GC 21
21.	Assignment of Claims.....	GC 22
22.	Arbitrations	GC 22
23.	Claims Resolution.....	GC 22
24.	Brand or Trade Name – Substitute of Equals	GC 25
25.	Site Inspection – Effect of Other Improvements Shown and Contractor Procedure ..	GC 26
26.	Public Safety	GC 27
27.	Extra Work.....	GC 29
28.	Noise Control	GC 31

29.	Use, Care and Protection of Premises	GC 31
30.	Obstructions	GC 33
31.	Removal of Asbestos and Hazardous Substances.....	GC 33
32.	Documents of Contractor	GC 33
33.	In-Use Off-Road Diesel-Fueled Fleet Certificate Of Reported Compliance.....	GC 34
34.	Responsibility of Contractor to Act in an Emergency	GC 34
35.	Final Inspection – Notice of Completion.....	GC 34
36.	Dust Abatement	GC 34

General Conditions

1. Definitions and Terms

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

- A. “Department,” “Department of Transportation,” “State,” and “State of California” means the County of Riverside.
- B. “Engineer,” and “Director of Transportation” means the Director of Transportation and Land Management Agency’s (TLMA) Transportation Department for the County of Riverside, and includes his or her authorized representatives.
- C. “Laboratory” means the established laboratory of the County of Riverside.
- D. “Plans” means the portion of the Contract Documents consisting of all drawings prepared for the direction and characteristics of the work. A schedule of said drawings which constitutes the plans as of the execution of the Contract is set forth in the Special Provisions and are supplemented by the Standard Plans referred to in the Special Provisions.

Other terms appearing in the Specifications and Contract Documents, including the Special Provisions, shall have the intent and meaning specified in Section 1-1.07, “Definitions” of the Standard Specifications. The following are additional terms appearing in the Contract Documents:

- “County,” “Contractor” and “Contract Documents” are identified in the Contract. “County” and “Contractor” includes their authorized representatives are treated throughout as if each were singular in number. “Contractor” includes its surety.
- “Contract Documents” are identified in the Contract.
- “Business Day” is defined as 7:30 a.m. to 5:30 p.m. Monday through Friday, excepting therefrom when County is closed for holidays as set forth in County Ordinance 358, Section 1, items c. through q.
- “You” and “Your” means the Bidder and/or Contractor.
- “Specifications and Contract Documents” means the County’s Bid Book comprised of the forms, drawings, table of contents, specifications and contract documents for the construction of the County’s transportation or road project.
- “State Highway Agency” (SHA), as referred to in FHWA form 1273, shall mean “County of Riverside,” Additionally, some functions of the Federal Government, as

described in form 1273, have been delegated to the State of California Department of Transportation.

2. Standard Specifications

The Standard Specifications of the State of California Department of Transportation, edition of **2023** hereafter called “Standard Specifications,” including amendments and revisions to the Standard Specifications, are incorporated herein as modified in these General Conditions, the Instructions to Bidders, the Special Provisions and the Plans.

General Conditions govern over all the Contract Documents except the Special Provisions, the Contract, and Bonds.

The following subsections of the Standard Specifications are deleted:

- 2-1.15C(2), DVBE Incentive
- 3-1.08, Small Business Participation Report
- 3-1.11, Payee Data Record
- 8-1.04B, Standard Start
- 12-1.04, Payment (for Flagging Costs)

Amendments to the Standard Specifications for this project, **as dated in the Special Provisions**, are incorporated herein. During the advertisement period of this project, this document is available upon request at the office of the County of Riverside Transportation Department and will be available to the awarded Contractor.

Amendments to the Standard Specifications set forth in the Special Provisions shall be considered as part of the Standard Specifications. Whenever either the term “Standard Specifications is amended” or the term “Standard Specifications are amended” is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications.

In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength, utility, performance shall be selected, as directed by the Engineer.

3. Director of Transportation

All work shall be done under the supervision of the Director of Transportation who shall determine the amount, quality, acceptability and fitness of all parts of the work, and interpret the Contract Documents. No act or omission of the Director of Transportation relieves Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

Upon request, Director of Transportation shall reduce to writing any oral order, objection, requirement or determination. Whenever the Director of Transportation's approval is required, it shall be in writing only.

All communications to the County by Contractor shall be via the Director of Transportation, or such individual(s) as may be designated by the Director of Transportation in his discretion.

No work shall be performed on site other than during normal working hours without the knowledge and consent of the Director of Transportation.

When in Director of Transportation's opinion, weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, he shall so advise the Contractor. When Contractor advises the Director of Transportation that he intends to proceed despite such advice, he does so at his peril. The Director of Transportation may then order Contractor, in writing which specifies the portion of the work involved and the conditions warranting the issuance of the order, not to proceed on such portion of the work if: (1) proceeding will, in his judgment, have an adverse effect on Contractor's ability to complete the work within the stipulated time period, or (2) proceeding will, in his judgment, necessitate unusual tests and procedures to ascertain whether said portion of the work is in accordance with the Contract Documents. Contractor shall comply with such orders at its expense.

Nothing herein contained relieves Contractor from the duty to make independent determinations as to weather and other conditions affecting the proper completion of the work.

Failure for any reason of Director of Transportation to advise Contractor as to such matters, or to issue an order as above provided, does not relieve the Contractor from the duty to accomplish the work in accordance with the Contract Documents.

As stated elsewhere, amounts shown in the Bid and Contract as to quantities are merely estimates only. From time to time Director of Transportation shall direct Contractor as to the prosecution of the work in such a manner as to increase or decrease such estimates as to the work actually to be done. Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit price set out in the Contract.

4. Insurance and Hold Harmless

In lieu of the provisions of Standard Specification Section 3-1.07, "Insurance Policies" and Section 7-1.06, "Insurance," the following shall apply:

A. General:

Contractor shall submit to the County a Certificate of Insurance, signed by an authorized representative of the Contractor's insurance provider or agency, which certifies to the County that insurance coverage is provided in accordance with the requirements of this Section.

Certificate Holder information is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Contractor shall not commence work under the Contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to and accepted by the County.

The County may suspend all Contractor project work activities, at the Contractor's expense, for failure to maintain insurance coverage.

B. Workers Compensation:

The Contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

This policy shall be endorsed, and signed, to waive subrogation in favor of the County.

C. Commercial General Liability:

Commercial General Liability insurance coverage includes but not limited to:

1. Premises, operations and mobile equipment liability
2. Products and completed operations liability
3. Broad form property damage, (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal and advertising injury
6. Unmodified contractual liability

7. Cross liability coverage
8. Covering claims which may arise from or out of Contractor's performance of its obligations hereunder.

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$4,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

Higher limits may be required for projects with higher risk exposure, and higher limits, if required, will be included in the Special Provisions.

Where excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in amounts not less than the specified amounts.

This policy shall name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

For additional insured endorsement for excess liability insurance, an acceptable alternative to the policies is a letter, signed by an authorized representative of the insurance carrier, confirming in writing that the policy follows form with respect to the primary liability policy.

D. Automobile Liability:

Contractor shall maintain liability insurance for any auto, all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.

Policy shall name the "County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives" as Additional Insureds.

E. General Insurance Provisions:

1. **Insurer.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

Non-admitted/Surplus Line insurance carriers (carriers not licensed in the State of California) may be acceptable to the County under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled or authorized to do business in the United States and/or listed as an approved insurance carrier on the California Department of Insurance's List of Approved Surplus Line Insurers (LASLI) list,
 - b. Have an AM Best rating of not less than A: VIII (A:8), and
 - c. Insurer is authorized to transact in the type of insurance provided.
2. ***Self-insured retention (SIR)***. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either:
- a. Reduce or eliminate such self-insured retention as respects the Contract with the County, or
 - b. Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. ***Certificate, policy, endorsements and attachments***. Contractor shall cause Contractor's insurance carrier(s) to furnish the County with:
- a. A properly executed original Certificate(s) of Insurance and certified original copies of signed endorsements effecting coverage as required herein, and
 - b. All endorsements must include a reference to the policy by type of insurance and policy number that it is endorsing, and
 - c. If requested to do so by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (For nonpayment of premium cause for cancellation, a written notice of at least ten (10) days is allowed per California Insurance Code §662(a)). In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. **Primary insurance.** It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. **Subcontractor(s).** Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
6. **Self-insurance.** The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
7. **Claim notification.** Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.
8. **Certificate Holder.** Certificate address information for this project is as follows:

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

F. Hold Harmless/Indemnification:

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from the Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not

limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

5. Beginning of Work, Time of Completion, and Liquidated Damages

Attention is directed to Instruction to Bidders Section 21, "Hours of Work."

Attention is directed to the Special Provision Section "Prosecution and Progress."

Attention is directed to the Special Provision Section "Time of Completion."

Attention is directed to the Special Provision Section "Liquidated Damages."

6. County's Right to Stop Work or Terminate the Contract

(1) Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or (2) a receiver or liquidator is appointed for Contractor or any of his property, or (3) Contractor shall refuse or fail after Notice of Warning from County by Director of Transportation to supply sufficient properly skilled workmen or suitable materials, or (4) Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period, or (5) Contractor shall fail to make payments to persons supplying labor or materials for the work, or (6) Contractor does not comply with applicable law or instructions of Director of Transportation, or (7) Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents, then County without prejudice to such

other and further right, remedy or relief it may be entitled to, may by ten (10) days notice to Contractor, terminate the employment of Contractor and his right to proceed, either as to the entire work, or at County's option, as to any portion thereof as to which delay shall have occurred or breach or miscompliance relates, and may thereupon take possession of the affected work and complete the work by contract or otherwise, as County deems expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of County occasioned by Contractor's failure to properly perform, such excess shall be paid by Contractor. If such expense and damage exceeds the unpaid balance, Contractor is liable to County for the excess. If County elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, plant and equipment on site which may be necessary or convenient for the purpose of completing the work, County is expressly granted the right - acting via Director of Transportation, an Engineer or otherwise - to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contract amount (Public Contract Code § 7105(a)), provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Engineer, may, without prejudice to any other right of remedy, terminate the contract.

Decision by County not to proceed under this Section does not constitute a waiver by County of any right it might from time to time have against Contractor under the Contract Documents.

7. General Prevailing Wage:

Attention is directed to General Conditions Section 9, "Labor Code."

Attention is also directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to §1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project and are available from the DIR's web site at: <http://www.dir.ca.gov>

Pursuant to §1774 of the Labor Code, contractor and subcontractors shall pay not less than the specified prevailing rates of wages to all workmen employed in the Contract.

General prevailing wage determinations are on file at Transportation Department Washington Street Yard's Construction/Inspection office and are available to any interested party upon written request.

General prevailing wage determinations are also made by the DIR Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 may also be obtained at the following URL:

www.dir.ca.gov/DLSR/PWD/index.htm

The Contractor must post a copy of the determination of the DIR prevailing rate of per diem wages at each job site.

8. Federal Prevailing Wage Decision

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes, referred to as the “Bid” and in copies of this book (See Appendix) that may be examined at the office location described above where project Plans, Special Provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid books.

Attention is directed to the Federal minimum wage rate requirements in the Bid Book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

See Appendix for Federal Prevailing Wage Decision rates.

9. Labor Code

Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with §1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other requirements with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, overtime, apprentices, securing worker's compensation insurance, payroll records, registration with the DIR, and directly affect the method of prosecution of the work by Contractor and subject it under certain conditions to penalties and forfeitures. Execution of the Contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes Contractor's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Contractor's certification as

follows: “I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's 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 of this contract.”

Contractor and his subcontractors shall comply with the provisions of §1725.5 of the Labor Code regarding registration with the DIR. Registration with the DIR Division of Labor Standards Enforcement can be done online using the following URL:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

Contractor and his subcontractors shall comply with the provisions of §1776 of the Labor Code regarding payroll records.

Contractor and his subcontractors shall comply with the provisions of §1777.5 of the Labor Code regarding apprentices.

Contractor shall post at each job site, during the course of the work, notices and a copy of County's “Determination of Prevailing Wage Rates.” Copies of said Determination are available at Transportation Department Washington Street Yard’s Contraction/Inspection office for this purpose.

10. Labor Nondiscrimination

Contractor’s attention is called to the “Nondiscrimination Clause,” set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the “Standard California Nondiscrimination Construction Contract Specifications” set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

11. Title VI Nondiscrimination

Contractor shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (ACT), and all requirements imposed by or pursuant to 49 CFR, Subtitle A, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the

United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this construction contract.

Construction contract includes the administration, award and performance of any State and/or Federal funded contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26.

Contractor must refer to Caltrans Local Assistance Procedures Manual, Exhibit 4-C, Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects to obtain current Nondiscrimination Assurances requirements to include in all subcontracts signed by the Contractor. This Exhibit 4-C can be obtained from the following website:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>
(Refer to Exhibit 4-C, Appendix A to Exhibit B, Nondiscrimination Assurances)

Title VI Assurances requirements, as incorporated in Caltrans Exhibit 12-G (January 2019 update), are also included in Appendix E of these contract documents as an Attachment.

Attention is also directed to these General Conditions' Section 32, "Documents of Contractor." Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, State or Federal Highway Administration to be pertinent to ascertain compliance with 49 CFR, Subtitle A, Part 21.

In the event of noncompliance with the nondiscrimination provisions, the County shall impose sanctions, as maybe determined deemed appropriate and/or as directed by Federal funding source determination, including but not limited to: withholding of payments within a reasonable period of time, not to exceed 90 days; and/or cancellation, termination or suspension of the Contract, in whole or in part.

For Title VI nondiscrimination complaints related to this project please contact:

Frances Segovia, Title VI Coordinator

County of Riverside
Transportation Department
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Office: (951) 955-1646
Electronic mail: FSegovia@rivco.org

12. Equal Employment Opportunity

A. General

Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Contract shall comply with the provisions of the California Fair Employment Practice Act (commencing with SS 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

Contractor shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by Owner and any State or Federal agency having jurisdiction for the purpose of investigation to ascertain compliance with this Section.

Owner may assign an affirmative action representative to monitor Contractor and its subcontractor(s) conduct required by this Section, including the right of entry to the construction site for the purpose of obtaining information from persons performing work on the project providing such inspection does not interfere with the progress of the work.

Elsewhere in the Contract Documents specific requirements may be contained covering the same subject matter of this Section. If so, such specific requirements prevail over this Section in case of conflict.

B. Transactions of \$10,000 or Under

Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this Section. No Contractor or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Section. With respect to contracts and subcontracts for indefinite quantities, this Section applies unless the amount required in any one year under such contract will reasonably be expected not to exceed \$10,000.

C. Transactions in Excess of \$10,000, but Less Than \$50,000

At Owner's request, Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations regarding Fair Employment Practices. Contractor shall maintain a written copy of its affirmative action plan and furnish Owner a copy of the plan upon request. Owner may require Contractor to complete an Affirmative Action Compliance Report, on a form furnished by Owner, setting forth definite goals during the term of the Contract.

D. Transactions of \$50,000 or More

If Contractor has fifty or more employees and a Contract for \$50,000 or more, it shall develop and submit to Owner, within thirty days after award, a written affirmative action compliance program providing in detail specific steps to guarantee equal employment opportunity. Contractor shall include in its affirmative action program a table of job classifications, which table shall include but need not be limited to job titles, duties, and rates of pay.

Contractor shall in each subcontract let to do a portion of the work covered hereunder, where the subcontractor involved has fifty or more employees and the subcontract is for \$50,000 or more, impose in the subcontract the above requirements.

For the purpose of determining the number of employees, the average of the Contractor's or its subcontractor's employees for the twelve month period immediately prior to award, or the total number of employees the Contractor or its subcontractor will have when performing this contract, whichever is higher, shall be used.

E. Federal Assisted Construction

If this project is a Federally assisted construction project, then the contract provisions contained in 41 CFR SS 60-1.04 (b) are incorporated herein and the Contractor shall likewise incorporate said provisions in each subcontract entered by Contractor to perform the work. Federally assisted construction is identified as such in the Notice To Bidders.

13. Subcontracting

Attention is directed to:

- Standard Specification Section 5-1.13, "Subcontracting," and
- Instructions to Bidders Section 11, "Subletting, Subcontracting, and Subcontractor List."

Contractor responsibility

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

Violations and remedies

If the Contractor violates Public Contract Code § 4100 et seq., the County may exercise the remedies provided under Public Contract Code § 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

50% Minimum work performance

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. The Standard Specification Subcontracting Section 5-1.13A, "General" fifth paragraph is deleted.

Subcontractor compliance

Each subcontractor must comply with the contract.

Active license

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business & Professional Code, § 7000 et seq.).

Submittal of subcontracts

Contractor must submit copies of subcontracts upon request by the Engineer.

Submittal of subcontractor request form

Before subcontracted work starts, Contractor must submit a Subcontracting Request form (Caltrans LAPM, Exhibit 16-B, See Appendix).

Debarred contractors

The County will not award a contract to a debarred Contractor. Contractor must not use a debarred subcontractor. Pursuant to the provisions in §1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a current list of contractors ineligible to perform work on a public works project. This list of debarred contractors is available from the DIR web address at:

<https://www.dir.ca.gov/dlse/debar.html>

Termination of unsatisfactory subcontractors

Upon request by the Engineer, Contractor must immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily (Public Contract Code § 4107(a)(7)).

Substitutions

Subcontractor substitutions will be processed as required by Public Contract Code § 4107 et seq. A subcontractor not registered with the DIR is an additional condition to the listed qualifications for substitutions (Public Contract Code § 1771.1(d)).

Additional Federal Requirements

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts," Form FHWA 1273 and Attachments, included in the Appendix. Noncompliance shall be corrected. **Payment for subcontracted work involved will be withheld** from progress payments due, or to

become due, until correction is made. Failure to comply may result in termination of the contract. (Refer to 29 CFR5.5 and also to form FHWA-1273 section I.3, May 1, 2012 version).

Appendix E includes form FHWA-1273 and attachments.

Attachments to form FHWA-1273:

- Attachment A designated for this form FHWA 1273 is excluded,
- Female and Minority utilization goals to comply with Section II, “Nondiscrimination,” subsection 4.a, “Recruitment,”
- Title VI Assurances,
- Cargo Preference Act requirements.

The contractor (or subcontractor) must insert this form FHWA-1273 and attachments, without modifications, in each subcontract and further require its inclusion in all lower tier subcontracts.

Appendix E also includes Schedule B – Information for Determining Joint Venture Eligibility. This form need not be filled in if all joint venture firms are minority owned.

14. Monthly Progress Estimates and Payments

Attention is directed to Section 9-1.16, “Progress Payments” and 9-1.17, “Payment After Contract Acceptance” of the Standard Specifications and these Special Provisions.

For the purpose of timely payment, the “receipt of payment request” date, as described in Public Contract Code § 20104.50 and as referred to herein, shall be considered to be the fifth working day following the 25th day of each month.

Within five (5) working days of the 25th day of each month the County shall:

- A. Calculate and prepare the certificate (“progress pay estimate”) stating the value of the work completed for the billing month, for the purpose of determining the proper progress payment amount.
- B. If a progress pay estimate has been prepared by the County but has been contested by the Contractor as of the “receipt of payment request” date, as defined above, the County shall submit to the Contractor a document setting forth in writing a description of the dispute pertaining to the progress billing, and the County's reason for its position. Said document shall be submitted to the Contractor as soon as practicable, but not later than seven (7) calendar days after the “receipt of payment request” date.

Any progress pay estimate which is undisputed and remains unpaid for thirty (30) calendar days, after the “receipt of payment request date” shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the California Code of

Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the County exceeds the seven-day submittal requirement set forth in the paragraph above.

Pursuant to Public Contract Code § 20104.50, subsection (e), the progress payment date is the date that funds are encumbered and the payment warrant is issued.

The partial payments made as the work progresses will be payment on account on work performed as of the 25th of the month and shall in no way be considered as an acceptance of any part of the work or material of the contract, nor shall they in any way govern the final estimate.

No estimate or payment shall be made when, in the judgment of the Director of Transportation, the total value of the work done since the previous estimate amounts to less than \$300.

Running Tally of Attainments, Submittal of Exhibit 9-P

By the 15th of the month following the month of any payment(s), the prime contractor must submit Exhibit 9-P to the County. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P (See Appendix E).

The County verifies all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The County must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

15. Deposit of Securities

In accordance with Public Contract Code § 22300 and other applicable law, the Contractor may substitute securities for any moneys withheld to ensure performance under the contract.

16. Prompt Progress Payment to Subcontractors

A prime Contractor or subcontractor shall pay any of their subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in §7108.5 of the California Business and Professions Code, and §10262 of the California Public Contract Code, concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any violation of §7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 day of receipt of each payment may take place only for good cause and with the County's prior written approval.

This provision applies to DBE and non-DBE prime Contractors and subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

17. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be withheld by the County from progress payments due the prime Contractor. Retainage by the prime Contractor or subcontractors is prohibited and no retainage will be held by the prime Contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in §7108.5 of the California Business and Professions Code, and §10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor or deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to DBE and non-DBE prime Contractors and subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

18. Payment for Extra Work (Force Account Basis)

Extra work to be paid for on a force account basis as directed by the Engineer will be paid for as set forth in Section 9-1.04 "Force Account" of the Standard Specifications. The labor surcharge, equipment rental rates, and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates." A copy of which is on file at the Office of the Director of Transportation and is hereby incorporated herein in its entirety.

19. Change Orders – Detail Drawings and Instructions

Reference is made to Section 4-1.05, “Changes and Extra Work” of the Standard Specifications regarding change orders.

Each approved change order shall be considered as an amendment to the Contract Documents and will not be considered approved until executed by the Board of Supervisors, except when Director of Transportation can approve certain change orders, without the necessity of approval by the Board, as provided in a Resolution of the Board adopted January 29, 2019, Resolution 2019-035.

The above does not limit the ability of Director of Transportation to issue further detail drawings, explanations, and instructions which are customarily given by an Engineer during the course of similar work. Director of Transportation will furnish Contractor, in reasonable promptness, with further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work, and Contractor shall conform to same provided they are consistent with the intent of the Contract Documents. In giving such additional instructions, explanations and drawings Director of Transportation has authority to make minor changes in the work which do not involve extra cost and are not inconsistent with the Contract Documents.

Contractor's acting on such instructions, explanations and drawings of Director of Transportation means that Contractor agrees that such explanations, instructions and drawings are within the scope of the work in accordance with the intent of the Contract Documents and do not constitute a basis for modification of the Contract Documents as to price or time.

20. Final Payment

Within thirty (30) days after the completion of the work and its acceptance by the Board of Supervisors, Director of Transportation will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to Contractor. Within thirty (30) days thereafter Contractor shall submit to Director of Transportation his written approval of said proposed final estimate or a written statement of all claims which he has for additional compensation claimed to be due under the contract.

On Contractor's approval or if he files no claims, Director of Transportation will issue a final written estimate as submitted to Contractor and County shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If Contractor files claim(s), Director of Transportation will issue as a semi-final estimate the proposed estimate submitted to Contractor and the County will within thirty (30) days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract, Director of Transportation shall then consider

and investigate Contractor's claims and shall make such revisions in the said estimate as he may find to be due, and shall then make and issue his final written estimate. County will pay the amount so found due after deducting all previous payments and amount to be retained under the contract.

All prior or partial estimates and payments shall be subjected to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done there under and compensation therefore, except in the case of gross error. Acceptance of final payment constitutes a release of County by Contractor of all claims relating to the work except those filed pursuant to section 23 herein prior to final payment.

21. Assignment of Claims

In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the Owner 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. Section 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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

22. Arbitrations

Section 9-1.22, "Arbitration" of the Standard Specifications is deleted.

23. Claims Resolution

23.1 Definition of a Claim

A Claim means a separate demand by a Contractor for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the contract.
- b. Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- c. Payment of an amount that is disputed by the County.

23.2 Form and Contents of Claim(s)

The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the County at the address provided herein this Section 23. The Contractor's written Claim must include, but not limited to, the following:

- (1) a statement to identify that it is a Claim under this Section 23, on a company letterhead, and a request for a decision on the Claim;
- (2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- (3) Citation to contract provisions;
- (4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- (5) Complete pricing of all cost impacts;
- (6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- (7) Documentation, County letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:

County of Riverside, TLMA
Transportation Department
Construction Inspection Office
2950 Washington Street
Riverside, CA 92504

Attention: Hector D. Davila, Construction Engineering Division Manager

23.3 Claims Procedure

23.3.1 Upon receipt of a Claim and the supporting documentation, the County shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the County and Contractor, provide the Contractor with

a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

23.3.2 Notwithstanding the time period set forth in 23.3.1 above, if the County needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the County shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

23.3.3 Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the County issues its written statement. Amounts not paid in a timely manner as required by this Section 23 shall bear interest at 7 percent per annum. If the County fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the County to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

23.3.4 If the Contractor disputes the County's written response, or if the County fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the County shall schedule a meet and confer conference within thirty (30) days.

23.3.5 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the County issues its written statement.

Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

23.3.6 For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third

party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section 23 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

23.3.7 If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

23.3.8 Following the procedures set forth in this Section 23, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

23.4 **Subcontractor Claim(s)**

If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the County a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the County shall furnish reasonable documentation as set forth in Section 23 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the County, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

24. Brand or Trade Name – Substitute of Equals

Attention is directed to Standard Specifications Section 6-1.05, "Specific Brand or Trade Name and Substitution."

Reference is made to § 3400 of the Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

If a potential Bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential bidder may so advise Engineer

of such fact, giving all relevant information. If appropriate, an addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 business days before the time fixed for opening bids.

Unless the subject article or product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any bidder may, as part of its bid proposal, include a request for substitution of an item equal to any specified by brand or trade name.

Within 30 calendar days after award of the contract, Contractor may submit to Engineer data substantiating such a request, and the difference, if any, in cost. Engineer shall promptly investigate the request and make a recommendation to County as to equality. The governing body of County shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify Engineer of the determination made, who shall advise Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted.

Nothing herein shall authorize a change in the contract price or prevent the use of change orders in the manner provided elsewhere in the Contract Documents.

25. Site Inspection – Effect of Other Improvements Shown and Contractor Procedure

Elsewhere in the Contract Documents reference may be made graphically, descriptively, or both, to the existence or possible existence of other improvements affecting the site and the prosecution of the work such as surface and subsurface utilities, drainage ditches and courses, buildings, fencing, retaining walls, roadways, curbs, trees, shrubs, and similar matters. Such matters are included to be used by Contractor to the extent he deems appropriate. However, it is expressly understood and agreed:

- A. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.
- B. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
- C. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards.

All improvements of the nature described above, whether elsewhere shown or described or not, shall, unless the contrary is elsewhere specifically directed, remain in place, undisturbed and suitably protected during the course of the work.

Whenever, during the course of the work, a subsurface improvement is discovered, which Contractor believes is unknown to County, he shall immediately inform Engineer. Except

as elsewhere provided, whenever in the course of the work it becomes apparent that the work cannot proceed without the destruction or relocation of any improvement, whether shown or described or not, Contractor shall immediately cease work affecting such improvements, notify Engineer as to such circumstance, and await instructions as to how to proceed.

- D. The Contractor shall be required to cooperate fully with all utility forces or forces of other public agencies engaged in relocation, lowering, altering or otherwise rearranging any facilities interfering with the progress of work or installing any facilities thereon.

The Contractor will also be required to cooperate fully with any County or State forces working on or near the project, or requiring access to the work in the performance of their duties.

26. Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions.

The Contractor shall install Type K temporary railing between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations

The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 1 foot deep.
3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles

The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas

Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of Type K temporary railing installed in conformance with the provisions in this Special Provision section “Public Safety” and in Section 7-1.04, “Public Safety” of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Type K Temporary railing shall conform to the provisions in Section 12-3.20, “Type K Temporary Railing” of the Standard Specifications. Type K Temporary Railing, conforming to the details shown on 2018 Standard Plan T3A and T3B, may be used. Type K Temporary Railing fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in “Temporary Crash Cushion Module” of these Special Provisions, if applicable.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic Posted Limit	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this Section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Payment

Full compensation for conforming to the provisions in this Section, Public Safety, including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

27. Extra Work

Section 4-1.05, “Changes and Extra Work” of the Standard Specifications is amended by adding the following:

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time of completion will be made.

23 CFR §635.109, “Standardized Changed Condition Clauses” applies to this project:

Changed Conditions

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
- b. Suspensions of Work Ordered by the Engineer*
1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
 3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- c. Significant Changes in the Character of Work*
1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

28. Noise Control

Noise control shall conform to the provisions in Section 14-8.02, “Noise Control” of the Standard Specifications and these Special Provisions.

Section 14-8.02, “Noise Control,” second paragraph, is deleted and replaced with the following:

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA LMax at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Payment

Full compensation for conforming to the requirements of this Section, Noise Control, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

29. Use, Care and Protection of Premises

Attention is directed to Section 5-1.36, “Property and Facility Preservation” of the Standard Specifications.

At his expense Contractor shall:

- A. Take every precaution against injuries to persons or damage to property.

- B. Comply with regulations governing the use of the property.
- C. Store and suitably protect his apparatus, equipment, materials and supplies in an orderly fashion on site.
- D. Place on the work only such loads as are consistent with the safety of the work.
- E. Effect all cutting, fitting, or patching of his work required to make it conform to the plans and specifications and interrelate with other improvements or except with the consent of Engineer, cut or otherwise alter existing improvements.
- F. Protect and preserve established bench marks and monuments, make no changes in the location of such without the prior written approval of County, replace and relocate any of them which may be lost or destroyed, or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of County and under the direct supervision and instruction of Engineer.
- G. Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.
- H. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.
- I. Guard County, private, and other Agency's property from injury or loss.
- J. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.
- K. The Contractor shall be responsible for the protection of existing signs, fences, concrete curb and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the County deems necessary as a result of the Contractor's operations shall be done by the Contractor at his own expense and to the satisfaction of the County Transportation Department.

Payment

Full compensation for conforming to the requirements of this Section, Use, Care and Protection of Premises, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

30. Obstructions

Attention is directed to Section 5-1.36C, “Nonhighway Facilities,” Section 15, “Existing Facilities” and 51-1.03E(9), “Utility Facilities,” of the Standard Specifications and these Special Provisions.

In the event that the utility facilities mentioned within the referenced Standard Specifications and/or Special Provisions are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the County will compensate the Contractor for such delays to the extent provided in Section 8-1.07, “Delays” of the Standard Specifications, except as provided in the previous paragraph referenced sections of the Standard Specifications.

31. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with §25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed as Extra Work.

If delay of work in the area delays the current controlling operation, the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, “Delays” of the Standard Specifications.

32. Documents of Contractor

Upon demand, Contractor shall make available to County all documents, information and reports in its possession relevant to the work accomplished or to be accomplished or any demand or claim of Contractor as to County. This includes copies of documents sent by Contractor or others in its possession. Contractor shall further make available to County conformed copies of all documents submitted to the sureties who executed the Bid Bond, Performance Bond, or Payment Bond for the purpose of obtaining the sureties' signature, including any guarantee or indemnification made to such surety by others for such purpose. Contractor shall maintain in his possession all documents relative to the work for three years after Notice of Completion.

33. In-Use Off-Road Diesel-Fueled Fleet Certificate Of Reported Compliance

Valid Certificates of Reported Compliance as described in California Code of Regulations, title 13, section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 are required for this project, as applicable.

34. Responsibility of Contractor to Act in an Emergency

In case of an emergency which threatens loss or injury to property or life, Contractor shall act without previous instructions as the situation may warrant. Contractor shall notify Engineer immediately thereafter. Any compensation claimed by Contractor, together with substantiating documentation shall be submitted to County via Engineer.

35. Final Inspection – Notice of Completion

When the work is ready for final inspection, County shall cause the work to be inspected and subjected to such tests as seem to it to be required for the purpose of determining if the work is complete in every respect.

At a meeting of the governing body of County held within ten (10) days after final inspection, the governing body shall consider the facts developed at the inspection. If it is found that the work is apparently complete in every respect, County will accept the work and a Notice of Completion will be recorded.

As between the parties, the recordation of the Notice of Completion, unless recorded because of a cessation of labor, means only that the time for final payment and the commencement of the guarantee period commences to run.

36. Dust Abatement

Dust control shall conform to Section 10-5, "Dust Control," Section 14-9.02, "Air Pollution Control," Section 10-6, "Watering," and Section 18, "Dust Palliative" of the Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley" (if project location is within the Coachella Valley), all other applicable Federal and State laws, and the requirements set forth herein.

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County, as Owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County by the AQMD or

other regulatory agencies. The Contractor's attention is directed to Section 7-1.02, "Laws" and Section 7-1.02A of the Standard Specifications. The cost of all fines levied against the County will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent their operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Particular concern of emissions is PM10 particles. PM10 particles are fine particulate matter of 10 microns or less which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Recommendations," attached hereto (See Appendix). Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the Engineer prior to fabrication.

The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley Area of Riverside County. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.

Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.05, "Time" of the Standard Specifications.

The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the "Reasonably Available Control Measures" may be employed, if effective within the context of the AQMD rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

A site-specific fugitive dust control plan shall be submitted to the Engineer for review and approval at least 10 days prior to the start of construction. Additionally, for projects outside of the Coachella Valley which meet the criteria for AQMD plan approval, the Contractor shall submit the dust control plan to AQMD for approval. AQMD plan submittal criteria is defined

in AQMD Rule 403 as being for projects that will have disturbed surface area in excess of 100 acres, or for projects with a scope of work which requires the movement of more than 10,000 cubic yards of soil on each of any three working days.

A sample plan and other pertinent information is attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the “Reasonably Available Control Measures” and “Best Available Control Measures” of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor’s work is unlikely to be a source of dust emissions, the Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor’s responsibilities for the control of fugitive dust and the other requirements of this Section may not be waived.

A completion notice will not be filed, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust.

The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer. Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. Current AQMD certification of previous attendance will be accepted.

At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the “Best Available Control Measures” and “Reasonably Available Control Measures,” and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

The signature of the Contractor on the Bid constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

Payment

When the contract includes a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid at the lump sum price for Dust Abatement, and no additional compensation will be allowed therefor.

When the contract does not include a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS

TABLE OF CONTENTS

DIVISION 0 COUNTY PROVISIONS	1
00 COUNTY MISCELLANEOUS.....	1
00-1.01 PROJECT DESCRIPTION:.....	1
00-1.02 NOTICE:	2
00-1.03 TIME OF COMPLETION:.....	2
00-1.03(A) MODIFIED HOURS OF WORK (NOT USED).....	2
00-1.04 LIQUIDATED DAMAGES:.....	2
00-1.05 PROSECUTION AND PROGRESS:	3
00-1.06 TRAINING	3
00-1.07 ADDITIONAL FEDERAL REQUIREMENTS	3
00-1.08 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:.....	3
00-1.09 ENCROACHMENT PERMIT	4
00-1.10 PROGRESS PAYMENT RESTRICTIONS:.....	4
00-1.11 RECORD DRAWINGS:.....	5
00-1.12 COOPERATION:.....	5
00-1.13 NOTICE TO PROPERTY OWNERS (NOT USED).....	5
00-1.14 JOB SITE POSTERS:	6
00-1.15 BUY AMERICA REQUIREMENTS.....	7
00-1.16 OBSTRUCTIONS.....	7
00-1.17 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:	9
00-1.18 GRAFFITI REMOVAL AND CLEANING (NOT USED).....	9
00-1.19 PROJECT APPEARANCE:.....	9
00-1.20 MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	10
00-1.21 REFERENCE SPECIFIC BRANDS OR PRODUCTS	11
00-1.22 REQUESTING WORK OUTSIDE THE WORKING HOURS AND ON LEGAL HOLIDAYS	11
DIVISION I GENERAL PROVISIONS	12
1 GENERAL	12
2 BIDDING	12
5 CONTROL OF WORK	13
6 CONTROL OF MATERIALS	14
DIVISION II GENERAL CONSTRUCTION	16
10 GENERAL	16
12 TEMPORARY TRAFFIC CONTROL.....	18
13 WATER POLLUTION CONTROL	18
14 ENVIRONMENTAL STEWARDSHIP	18
16 TEMPORARY FACILITIES	21
DIVISION III EARTHWORK AND LANDSCAPE	23
17 GENERAL	23
20 LANDSCAPE	25
21 EROSION CONTROL	34
DIVISION IX TRAFFIC CONTROL DEVICES.....	39
82 SIGNS AND MARKERS.....	39

DIVISION 0 COUNTY PROVISIONS

00 COUNTY MISCELLANEOUS

00-1.01 PROJECT DESCRIPTION:

**Bridge Channel Revegetation
For
Replacement of Hamner Avenue Bridge
Over Santa Ana River
In the City of Norco

Project No. D2-0108
Federal Project No. BRLS 5956 (284)**

In general, this restoration project consists of revegetating various slopes and riparian sites for the temporary environmental impacts of the Replacement of Hamner Avenue Bridge over Santa Ana River project.

Revegetation mainly will be implemented by adding native species through planting and seeding.

The combined restoration sites consist of approximately 5.8 acres located adjacent to Hamner Avenue Bridge and are designated as:

- Slopes and Upland Transitional (approximately 0.97 Acre),
- Floodplain Riparian (approximately 2.89 Acres),
- Detention Basin and Non-Floodplain Riparian Type 1 (approximately 1.68 Acres),
- Detention Basin and Non-Floodplain Riparian Type 2 (approximately 0.17 Acre), and
- Detention Basin and Non-Floodplain Riparian Type 3 (approximately 0.08 Acre).

The work to be done consists of clearing and grubbing, soil preparation, removal of non-native/invasive and nuisance native vegetation, removal of overgrown native vegetation if required, plant installation, hydroseeding, irrigation, plant establishment, and a 5 year monitoring and maintenance period. These efforts shall follow requirements in, "Habitat Mitigation and Monitoring Plan (HMMP) for the Hamner Avenue Bridge Replacement Project" dated October 20th, 2021.

A temporary irrigation system will also be required.

The restored, and/or preserved habitats at the project site will be assessed for period of five years.

The proposed project includes but is not limited to:

- Dust Control
- Stake the extent of the enhancement and restoration areas
- Removal of non-native/invasive and nuisance native vegetation and unwanted debris
- Informational sign installation along the boundary of the restoration and enhancement sites
- Maintenance including re-seeding and/or replanting as necessary
- Miscellaneous items of work as directed by the Engineer
- Any other work as may be required

00-1.02 NOTICE:

The "Proposal and Contract" book has been re-titled and is now the "Bid" book. These terms shall be considered as equivalent.

The "Contractor's Proposal" has been re-titled and is now the "Bid". These terms shall be considered as equivalent.

The "Notice to Contractors" has been re-titled and is now the "Notice to Bidders". These terms shall be considered as equivalent.

Bidders are advised that, as required by federal law, the County of Riverside is implementing Disadvantaged Business Enterprise requirements. Section 17, of the Instructions to Bidders, titled "Disadvantaged Business Enterprises (DBE)" cover the DBE requirements. Additionally, other DBE requirements are covered, but not limited to, Instructions to Bidders Section 18 titled "Subcontractor and DBE Records", Section 19 titled "Performance of DBE" and Section 20 titled "DBE Certification Status".

00-1.03 TIME OF COMPLETION:

The Contractor shall diligently prosecute the work to completion before the expiration of **100 working days** from the date stated in the "Notice to Proceed". Monitoring and maintenance period shall be 5 years.

All work shall be performed with due diligence after issuance of the official "Notice to Proceed" letter from the County to the Contractor. This work will be performed in accordance with a schedule to be developed between the County and the Contractor, and as weather permits. No changes are made to the working days allowed.

00-1.03(A) MODIFIED HOURS OF WORK (NOT USED)

00-1.04 LIQUIDATED DAMAGES:

The Contractor shall pay to the County the sum of **\$1,000.00 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Time of Completion Special Provision.

Additional Liquidated Damages:

Project Appearance:

In addition to the Liquidated damages set forth above, if the Contractor fails to comply with the requirements of Special Provisions entitled "PROJECT APPEARANCE" the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each calendar day's delay after the expiration of 48 hours notification from the Engineer.

00-1.05 PROSECUTION AND PROGRESS:

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05 "Time" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor at his own risk and as a volunteer and subject to the following:

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

00-1.06 TRAINING

For the Federal training program, the number of trainees or apprentices is 0.

See Appendix E, Caltrans LAPM, Exhibit 12-E Attachment B, Form FHWA 1273. The Training Section of the Federal Required Contract Provisions for Federal Aid Construction Contracts **does not apply** to this project.

00-1.07 ADDITIONAL FEDERAL REQUIREMENTS

In addition to the requirement in the Instruction to Bidders, General Conditions, Special Provisions, and elsewhere in the Contract Documents, refer to **Appendix E** for Additional Federal Requirements and Forms.

00-1.08 ADDITIONAL INSURANCE REQUIREMENTS, ADDITIONAL INSURED LIST:

In addition to the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and additional insured endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives.

2. City of Norco, its elected and appointed officials, employees, agents, and representatives.

Each of the above listed entities shall also be held harmless, in accordance with the requirements of General Conditions Section 4, "Insurance and Hold Harmless" of these contract documents.

Payment

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.09 ENCROACHMENT PERMIT

It shall be the responsibility of the Contractor to obtain Encroachment Permits from the following agencies for the work done within their jurisdiction prior to commencing any work.

- City of Norco

Permit may be required when placing any traffic control devices, and/or for the work done within the City's Right of Way. Permit must be issued by the City prior to commencing any work.

Contractor to submit Traffic Control plans to Engineer. The Engineer will review and forward to the City of Murrieta for review and approval prior to issuance of Encroachment Permit.

All work shall comply with the City of Norco issued permits.

Payment

If the Contractor pays any fees to City of Norco to obtain Encroachment Permit, then full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to City of Norco, shall be considered as included in the various items of work. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no compensation will be allowed therefor.

00-1.10 PROGRESS PAYMENT RESTRICTIONS:

Attention is directed to Sections 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

A. Dust Abatement	\$ 2,500.00
B. Develop Water Supply	\$ 40,000.00
C. Traffic Control System	\$ 25,000.00
D. Clearing and Grubbing	\$ 40,000.00
E. Temporary Irrigation System	\$ 80,000.00
F. Mobilization [Includes Demobilization and Final Cleanup]	\$ 78,000.00

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the final progress estimate.

No progress payment will be made for any materials ordered, furnished, delivered and/or stored that are not incorporated in the construction project.

00-1.11 RECORD DRAWINGS:

The Contractor shall keep one clean set of bond originals to note any as-built changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The project will not be accepted as finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Engineer and become the property of the County at the conclusion of this project.

Payment

Full compensation for maintaining and compiling the Record Drawings shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

00-1.12 COOPERATION:

Attention is directed to Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36C "Nonhighway Facilities," of the Standard Specifications.

Contractor is required to attend all construction progress meetings for this project.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

The Contractor shall communicate on a regular basis with the other Contractors, agencies, and utility companies responsible for the other work near vicinity of these projects.

When two or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 5-1.20, "Coordination with Other Entities", each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

Payment

Full compliance with the requirements of this item including cooperating and coordinating with other Contractors, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.13 NOTICE TO PROPERTY OWNERS (NOT USED)

00-1.14 JOB SITE POSTERS:

Contractor shall obtain, furnish, post, preserve and maintain notices and posters in areas readily accessible to all personnel. Areas include, but are not limited to, jobsite trailer common area, material staging area, designated area where employees meet to take shift breaks, and /or equipment storage area. The designated location(s) of posters must be approved by the Engineer.

If posters are placed outside, they will need to be weatherproofed.

Copies of the posters may be obtained at the Caltrans Division of Construction Website:

<https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters>

The Contractor shall check the website periodically for poster updates, additions, and changes. Contact information for various government agencies associated with poster information are provided at this website with links.

The following is a list of required posters:

Document number	Poster Name	Note/ Comment
16429-I	Notice of Labor Compliance Program Approval	Required in English and Spanish and for all projects.
DFEH E07P(A)	California Law Prohibits Workplace Discrimination and Harassment	Required in English and Spanish and for all projects.
DSLE 8	Payday Notice	Required for all projects.
WH Publication 1321	Davis-Bacon Act Poster (Notice to All Workers Working on Federally Financed Construction Projects)	Required in English and Spanish and for Federally funded projects.
FHWA 1495	Wage Rate Information Federal-Aid Highway Project	Required in English and Spanish and for Federally funded projects.
EEOC P/E-1	Equal Employment Opportunity is THE LAW (Revised 11/09)	Required in English and Spanish and for Federally funded projects.
FHWA 1022	False Statement Notice	Required for Federally funded projects.
OSHA 3165 (3167-Spanish)	Job Safety and Health – It's the law!	Required in English and Spanish and for Federally funded projects.
WHD Publication 1088	Employee Rights Under the Fair Labor Standards Act (Revised July 2016)	Required for Federally funded projects.
WHD Publication 1420	Employee Rights And Responsibilities Under The Family And Medical Leave Act (Revised January 2016)	Required for Federally funded projects.
WH Publication 1462	NOTICE Employee Polygraph Protection Act (June 2016)	Required for Federally funded projects.

Though not posters, but included in the listing above, are the Federal (Davis-Bacon) wage rates and the California State prevailing wage rates, which are applicable to this specific contract, and also to be posted

at the job site. See Appendix D, "Federal Prevailing Wage Decision" or see correlated addendum that updates this referenced section.

Additionally, copies of the U.S. Department of Transportation Federal Highway Administration (FHWA) posters may be obtained at the FHWA Website:

<http://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>

The revision dates shown in this listing were current as of October 21, 2022.

Payment

Full compensation for obtaining, furnishing, posting, preserving and maintaining all notices and job site posters shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

00-1.15 BUY AMERICA REQUIREMENTS

Refer to Section 6-1.04, "Buy America" of the Standard Specifications and of these Special Provisions.

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

Certificate of Compliance

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance" of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

00-1.16 OBSTRUCTIONS

Attention is directed to General Condition's item 30, "Obstructions".

Comply with section 5-1.36, "Property and Facility Preservation", Section 15, "Existing Facilities", of the Standard Specifications and these Special Provisions.

Existing utilities and privately-owned facilities shall be protected in accordance with Section 5-1.36, "Property and Facility Preservation" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately-owned facilities, for the relocation of said facilities, in accordance with Section 5-1.20, "Coordination with other Entities" of the Standard Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

Attention is directed to the requirements of Government Code Sections 4216-4216.9 pertaining to existing utility facilities.

Any utility facility if damaged by the Contractor's operation shall be repaired or replaced by the Contractor and repair/replacement cost shall be borne entirely by the Contractor.

The Contractor shall conduct his operations with the assumption that underground utility facilities exist within the project limits. The Contractor shall exercise caution and best construction practices for safety and for protection of underground facilities. The approximate locations of underground utility facilities, as shown on the plans, are based on information provided by the respective owners, listed below. The Contractor shall also utilize the markings of the regional notification center (Underground Service Alert), and above-ground utility appurtenances to determine the existence and approximate location of underground utilities.

No excavation shall be made within 4 feet of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

The Contractor is advised that abandoned or active utility facilities may exist within the project limits, which were not known to the design engineer and which are not shown on the plans. The Contractor shall immediately inform the Engineer if any such utility facilities are encountered within the project limits so that a resolution can be initiated if a conflict exists. Any utility facilities that have been encountered, and which have been determined by the Engineer to be abandoned, shall be cut, capped and disposed-of as directed by the Engineer. Removal, capping and disposal of abandoned utility conduits, conductors, pipe and other facilities shall be considered as incidental excavation, and its compensation shall be considered included in the contract unit price paid for Clearing and Grubbing or Excavation, and no additional compensation will be allowed therefor.

In the event that the Contractor encounters abandoned or active Asbestos Cement pipe, or any other utility facility containing or suspected of containing asbestos, the Contractor shall immediately notify the Engineer, and will cease work in the vicinity of the encountered material. The Engineer will endeavor to have any such conflicting facilities removed or relocated by the owner of the facilities. If so ordered by the Engineer, the Contractor or his sub-contractor will remove and dispose of abandoned utility facilities containing or suspected of containing asbestos accordance with the health and safety requirements for handling the material, using properly trained and licensed personnel. Said work shall be considered as extra work.

Forty-eight hours prior to beginning construction, the Contractor shall notify the following agencies:

US Underground Service Alert	800-227-2600
Chino Basin Desalter Authority	909-218-3729
Norco Public Works	951-270-5627

Payment

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section above, including protection of any other utility appurtenances, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

00-1.17 DISPOSAL OF EXCESS EXCAVATION OR MATERIALS:

Attention is directed to Section 17-2.03D, "Disposal of Materials", of the Standard Specifications and these Special Provisions.

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the highway right of way.

When any material is to be disposed of outside the highway right of way, and the County has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made, and obtain all required permits from the jurisdictional agency(s) for said work, and Contractor shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at an established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

Payment

Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

00-1.18 GRAFFITI REMOVAL AND CLEANING (NOT USED)

00-1.19 PROJECT APPEARANCE:

Attention is directed to General Conditions section 29, "Use, Care and Protection of Premises."

The Contractor shall maintain a neat appearance to the worksite. The parkway between the pavement and property line is generally maintained free of trash and debris by the adjacent property owners. The Contractor shall inform all workers to be respectful of the property owners and maintaining the parkways and street adjacent to their homes.

The Contractor must maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily.

Prior to the leaving the project site daily, the Contractor shall collect and dispose of any trash or debris within the project area.

Liquidated Damages:

If the Contractor fails to comply with the requirements of these Special Provisions, the Contractor shall pay to the County of Riverside the sum of **\$500.00** per day for each and every calendar day's delay after the expiration of 48 hours notification from the Engineer.

Payment

Full compensation for conforming to the requirements of this section, Project Appearance, shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

00-1.20 MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP

Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

De-mobilization shall consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

1. Satisfactory completion of Finishing Roadway in accordance with Section 22 "Finishing Roadway" of the Standard Specifications.
2. Removal of all temporary facilities, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer.
3. Restoration and stabilization of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition.
4. Completion of record of drawings (as-builts), to the satisfaction of the Engineer.
5. Submission of final Disadvantaged Business Enterprise report to the Engineer.
6. Submission of final certified payroll documents to the Engineer.
7. Submission of property owner releases, as required by the Engineer.
8. Completion of the requirements of permits issued by other agencies.
9. Satisfactory completion of punch list items, all construction and administrative items of work.

De-Mobilization shall include the satisfactory completion of all items of work, but shall not be construed as being a separate payment for work that is paid under separate contract items. The De-Mobilization is intended for proper close-out activities.

Payment

- A. The following schedule will be used to determine measurement of mobilization, demobilization and final cleanup and disbursement of the bid price for mobilization, demobilization and final cleanup:

Percent of Contract work Completed (\$ Expended/ \$ Total Contract Price)	Percent of Mobilization, Demobilization, and Final Cleanup Considered to be Complete (Compensated for)
10% - 20%	40%
21% - 40%	55%
41% - 60%	70%
61% - 80%	85%
Upon Demobilization and Final Cleanup	100%

- B. Payment of Mobilization, Demobilization and Final Cleanup work shall be based upon the lump sum bid price for "**Mobilization, Demobilization and Final Cleanup**". Payment shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental for completion of this item of work. The deletion for work or the addition of extra work, as provided for herein, shall not affect the price paid for Mobilization, Demobilization, and Final Cleanup.

00-1.21 REFERENCE SPECIFIC BRANDS OR PRODUCTS

Although the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

00-1.22 REQUESTING WORK OUTSIDE THE WORKING HOURS AND ON LEGAL HOLIDAYS

Refer to Section 21, Hours of Work, of the Instructions to Bidders; and Section 12-4.01, of these Special Provisions for designated hours of work and legal Holidays.

The Contractor shall notify the Engineer in writing at least 1 week in advance if any work will be requested to be performed outside the designated working hours and on designated legal holidays.

The Contractor will be responsible for covering the cost of the Engineer premium inspection costs during work performed outside the designated working hours and on designated legal holidays, unless otherwise approved in writing by the Engineer.

Hourly costs would be based on the number of inspectors and their level experience needed to monitor the specific activities being constructed outside of the referenced working hours.

AA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01, General:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
066102	DUST ABATEMENT	36 of General Conditions and 10 and 18 of Standard Specs
032001	PLANTS PROCUREMENT AND INSTALLATION [1-GALLON]	20
032002	PLANTS PROCUREMENT AND INSTALLATION [TREEPOT 4 PLANTING]	20
032003	PLANTS PROCUREMENT AND INSTALLATION [TREEBAND PLANTING]	20
032004	PLANTS PROCUREMENT AND INSTALLATION [STANDARD SIZE CUTTING]	20
032005	PLANTS PROCUREMENT AND INSTALLATION [LARGE SIZE CUTTING]	20
038201	RESTORATION SIGNAGE	82
999990	MOBILIZATION [INCLUDES DEMOBILIZATION AND FINAL CLEANUP]	00-1.20

AA

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B, Supplemental Project Information:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Incorporated to the Special Provisions as requirements for Bridge Channel Revegetation For Replacement of Hamner Avenue Bridge Over Santa Ana River See Appendices section	1. Habitat Mitigation And Monitoring Plan For The Hamner Avenue Bridge Replacement Project, dated June 2020 (HMMP)

5 CONTROL OF WORK

Replace section 5-1.24, Construction Surveys, with:

5-1.24 CONSTRUCTION SURVEYS

5-1.24A General

County surveyors will establish external primary survey control monuments and/or marks to be used throughout the construction period. These control monuments and marks are to be protected by Contractor and will be used to set construction stakes and/or marks. The control marks will also be used to make verification surveys at various stages of work.

Survey monuments, stakes and marks are set per Chapter 12, "Construction Surveys," of the Caltrans Surveys Manual.

Contractor must submit a written request for County furnished construction staking before, or immediately after, area to receive staking is ready for the installation of the construction stakes.

5-1.24B Survey Request

The County will provide Contractor with a survey request form. Survey staking requests must be received from Contractor a minimum of two (2) Business Days prior to the installation of the requested construction staking. The County shall receive written survey request on operating Business Day, Monday through Thursday, and prior to 12:00 p.m. Requests received after 12:00 p.m. or on any other day, shall be considered as submitted at 7:30 a.m. the next Business Day.

The County does not provide construction staking on Friday, Saturday and Sundays. Exceptions will be only permitted with prior authorization from the Engineer. Refer to section "Requesting Work Outside the Working Hours and on Legal Holidays" of the special provisions.

5-1.24C Preserve Survey Stakes and Marks

Contractor must preserve primary survey control monuments and marks, construction stakes and construction marks placed by the County. Survey costs are incurred by the County; however, if the Contractor fails to protect and/or destroys these survey items, the County shall replace them at the County's earliest convenience and deduct the cost of replacement from payment due to the Contractor.

6 CONTROL OF MATERIALS

Replace Section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Not Used in this project.

6-1.04C Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C, Steel and Iron Materials, regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C, Steel and Iron Materials, if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to Section 10-1.02 Work Sequencing:

ORDER OF WORK

Full compensation for conforming to the requirements in this section will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Liquidated Damages

Attention is directed to "Liquidated Damages" of these Special Provisions regarding specific duration times for completion of work.

Public Awareness

Attention is directed to "Public Convenience" of these Special Provisions regarding the Public Awareness Program and responding to communications with the public. The Contractor shall coordinate with the Engineer on project signage, responding to comments and complaints from the public and other public awareness requests as needed.

10-6 WATERING

Add to Section 10-6, Watering:

10-6.01 Develop Water Supply

Develop water supply shall conform to the provisions of Section 10-6 of the Standard Specifications and these Special Provisions.

Coordinate the installation of new water meters with the City of Norco. The Contractor is responsible for all associated fees for installation and operation of the water meters during construction and plant establishment period.

Attention is directed to the requirements of Section 10-5 "Dust Control" of Standard Specifications, and appendix A of these Special Provisions.

The contractor is responsible for securing water for irrigation. Water must be of a quality that promotes plant growth.

Contractor is required to supply all water necessary for the duration of the Bridge Channel Revegetation For Replacement of Hamner Avenue Bridge Over Santa Ana River.

All plants shall be watered within four (4) hours of planting.

Following hydroseeding activities, the hydroseeded area will be sufficiently watered to ensure hydroseed is washed off plants and to promote germination.

Irrigation infrastructure (temporary) shall be installed onsite.

Recommended irrigation rates during the initial 90 day establishment: restoration plantings will be watered a minimum of twice a week except when over half (1/2) an inch of rain has occurred within the past 24 hours.

The project intends to establish the plantings to a stage where they are fully sustained by natural means and have received no supplemental irrigation for a minimum of the previous two (2) years.

The implemented watering schedule must be gradually reduced in quantity, frequency, or both, until it is determined to no longer be needed. Coordinate with the Restoration Ecologist to determine when reductions may begin and to monitor progress toward this goal. A sample watering schedule is shown in the following table:

Sample Watering Schedule		
Year 1	Season	Cycles per week
	Winter	1-2
	Spring	2-3
	Summer	3-4
	Fall	2-3
Year 2		
	Winter	1-2
	Spring	1-2
	Summer	2-3
	Fall	1/2-1
Year 3		
	Winter	0-1/2
	Spring	0-1/2
	Summer	1/2-1
	Fall	0-1/2
Additional Years (if necessary)		
	Winter	0-1/2
	Spring	0-1/2
	Summer	1/2-1
	Fall	0-1/2

In coordination and with approval from the Engineer, the sample watering schedule shall be revised by the Contractor as necessary to ensure the successful establishment of the plantings. The Contractor is required to provide all water necessary to meet the success criteria for the plant materials.

10-6.02 Payment:

Full compensation for developing water supply for the entire project, furnishing materials and watering equipment, and applying water shall be considered as included in the price paid per lump sum for Develop Water Supply, and shall include full compensation for the work performed, including obtaining and submitting Permits, Licenses, Agreements and Certifications required, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

The lump sum payment for Develop Water Supply will be distributed over the course of the length of the project (construction + 5 yr maintenance).

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01 GENERAL:

Project is located near a residential area. The contractor shall cooperate with all private property owners affected by the project, notifying them at least 24 hours before commencement of any work adjacent to their property.

When entering or leaving the project site on roadways carrying public traffic, the contractor's equipment, whether empty or loaded shall in all cases yield to public traffic.

13 WATER POLLUTION CONTROL

Add to section 13-3.01, General:

13-3.01 General

Contractor shall adhere to all good housekeeping stormwater practices and follow the Caltrans BMP fact sheets for best practices.

Payment

Payment for Water Pollution Control shall be considered as included in prices paid for the various contract items of work involved, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work performed, including implementing, installing, constructing, operating, maintaining, and removing and disposing of temporary BMPs, and no additional compensation will be allowed therefor.

14 ENVIRONMENTAL STEWARDSHIP

14-2 CULTURAL RESOURCES

Add to Section 14-2.03, Archaeological Resources:

ARCHAEOLOGICAL RESOURCES

14-2.03A General

Applies if cultural resources are discovered at the job site. *Do not disturb* the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery.
2. Protect the discovery area
3. Notify the Engineer.

The Department will investigate. *Do not move* cultural resources or take them from the job site. *Do not resume* work within the discovery area until authorized.

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the

inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

In the event that any damage occurs to any cultural resource, the Contractor shall bear the full cost of resource damage evaluation and restoration, and such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

14-6 BIOLOGICAL RESOURCES

Add to Section 14-6.01 GENERAL

Biological Monitoring during Site Preparation and Plant Installation

A restoration ecologist shall periodically spot-check various areas to confirm general compliance with the plans and mitigation approach. It is anticipated that 100 working days will be required to prepare the sites and to perform the initial plant installation and seeding.

Plant Establishment Period Monitoring

Following the site preparation and plant installation, a restoration ecologist will conduct monitoring once every three weeks during the 100-day Plant Establishment Period (PEP). Monitoring will be conducted to identify any shortcomings and provide the information to the County for conveyance to the contractor, including remedies necessary to achieve 100 percent perfect survival of the vegetation installed by the end of 100-day PEP. If 100 percent survival is not achieved, additional monitoring and applicable remediation will be needed. 100% survivorship of all container and cutting plants planted must be achieved. Also, there must be less than 5% cover of non-native plants in each area.

Five-year Monitoring Program

Following the PEP, a restoration ecologist will qualitatively and quantitatively monitor the project site according to the HMMP as follows:

- The project restoration ecologist will conduct eight qualitative monitoring site visits each year for years 1 and 2 of the 5-year maintenance and monitoring period.
- Quarterly qualitative site visits will be conducted for years 3-5

Therefore, approximately 28 site visits will occur.

The data will be analyzed to determine the percent native vegetative cover, percent non-native vegetative cover, natural recruitment rates, and percent survival of plantings. The data will be analyzed to determine if the project site is meeting success criteria. Annual reports will be drafted to identify any areas jeopardizing the success of the mitigation areas, recommend necessary remedial measures, and provide a schedule for implementing the recommended actions. The contractor will be held responsible for the maintenance of the project site and implementing the necessary remedial measures.

The Department will retain, and have available, the services of a restoration ecologist.

14-6.03 SPECIES PROTECTION:

Add to Section 14-6.03B Bird Protection:

14-6.03B Bird Protection

Bird Protection shall conform to Section 14-6.03B "Bird Protection" of Standard Specifications, these Special Provisions and as directed.

Regulatory Requirements

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Ground disturbance, tree, shrub and/or vegetation removal that occurs between February 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

The nesting survey, if required, will be provided by Riverside County staff.

Between February 1st and September 1st, the Contractor shall notify the Engineer 30 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 1st and September 1st.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting in trees within the project limits.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 300 feet (500 feet for raptors) of the nests and notify the Engineer unless directed by the project biologist prescribing an appropriate buffer size depending on the species, nest location, and work activities. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.06, "Suspensions" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Replace Reserved Section 14-6.06 with the Following:

14-6.06 Payment

Full compensation for compliance with this section shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

16 TEMPORARY FACILITIES

16-2 MISCELLANEOUS TEMPORARY FACILITIES

Replace Section 16-2.03 Temporary High-Visibility Fences with:

16-2.03 TEMPORARY HIGH-VISIBILITY FENCES

16-2.03A General

16-2.03A(1) Summary

Section 16-2.03 includes specifications for constructing temporary high-visibility fences.

Constructing a temporary high-visibility fence includes the installation of any signs specified in the special provisions.

16-2.03A(2) Definitions

Reserved

16-2.03A(3) Submittals

Submit a certificate of compliance for the high-visibility fabric.

16-2.03A(4) Quality Assurance

Reserved

16-2.03B Materials

High-visibility fabric must be manufactured from polypropylene, polyethylene, or a combination of both.

Identify, store, and handle the fabric under ASTM D4873.

The fabric must be orange, contain UV inhibitors, and have a width of at least 48 inches and openings from a minimum 1 by 1 inch to a maximum 2 by 4 inches.

The minimum roll weight for a 4-by-100-foot roll of fabric must be 12 lb.

Posts must be either wood or steel.

Each wood post must:

1. Be untreated fir, redwood, cedar, or pine and cut from sound timber
2. Be straight and free from loose or unsound knots or other defects that would make it unfit for use
3. Have a cross section of at least 2 by 2 inches
4. Have a length of at least 6 feet
5. Have a pointed bottom end

Each steel post must have:

1. U, T, L, or other cross-sectional shape that resists failure from lateral loads.
2. Weight of at least 3/4 lb/ft.
3. Length of at least 6 feet.
4. Pointed bottom end.
5. Safety cap attached to the exposed end. The cap must be orange or red plastic and fit snugly to the post.

16-2.03C Construction

Install posts at a maximum 8-foot center-to-center spacing.

Embed each post in the ground at least 16 inches.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

17-2 CLEARING AND GRUBBING

Add to Section 17-2.01 General:

Clearing and preparatory activities shall include but not be limited to removing and disposing of any remaining trees, tree stumps, weeds, grasses, shrubs, roots, trimming trees, and grading areas adjacent to the road within the footprint of the project.

Trees and bushes including tree stumps and roots shall be removed as directed by the Engineer.

Salt cedar (*Tamarix sp.*), tree tobacco (*Nicotiana glauca*) and giant reed (*Arundo donax*) shall be completely removed.

Removed trees, trimmings, vegetation, and debris shall be the property of the Contractor and shall be disposed of by the Contractor outside of the highway right of way, as provided in Section 17-2.03D, "Disposal of Materials" of the Standard Specifications and Section 00-1.17, Disposal of Excess Excavation or Materials, of these Special Provisions.

All vegetation material disposal shall be chipped to a 1-inch size or less and handled through one of the following methods:

1. Solarize with a clear tarp
2. Compost at a commercial facility
3. Burn at a biogeneration facility
4. Send to a landfill

Dispose of all vegetation found to be infested with shot-hole borer beetle by following the procedures found at: <https://ucanr.edu/sites/pshb/management/#infested-material-disposal>

Any tree or bush removal or trimming between February 1st and September 1st will require a preconstruction survey for nesting birds and bats. The Contractor shall schedule accordingly.

The nesting survey, if required, will be provided by Riverside County staff.

Regulatory Requirements

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Construction

Ground disturbance, tree, shrub and/or vegetation removal that occurs between February 1st and September 1st will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 300 feet (500 feet for raptors) of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

Between February 1st and September 1st, the Contractor shall notify the Engineer 15 working days prior to beginning work disturbing structures, the ground or vegetation. The Engineer will approve the beginning of work disturbing the ground or vegetation between February 1st and September 1st.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 300 feet (500 feet for raptors) of the nests and notify the Engineer unless directed by the project biologist prescribing an appropriate buffer size depending on the species, nest location, and work activities. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.06, "Suspensions" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway. Before final inspection of the work, the Contractor shall clean the highway, material sites and all ground occupied by the contractor in connection with work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work site shall be left in a neat and presentable condition.

Nothing herein, however, shall require the Contractor to remove warning, regulatory and guide signs prior to formal acceptance by the director.

Replace the 4th paragraph in section 17-2.03A General with:

Clear and grub non-native and nuisance native vegetation within the site preparation limits.

Delete the 5th paragraph in Section 17-2.03A General

Add to Section 17-2.03B Clearing:

Retain as much canopy as feasible and still allow access.

Add to Section 17-2.03D Disposal of Materials:

All removed material from salt cedar (*Tamarix sp.*), tree tobacco (*Nicotiana glauca*) and giant reed (*Arundo donax*) shall be properly disposed of offsite at a green waste facility prior to installing irrigation and plant material.

Replace Section 17-2.04 Payment with:

Payment:

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article including all labor, equipment, materials and incidentals, for performing clearing and grubbing including but not limited to removing and disposing of trees, tree stumps, weeds, grasses, shrubs, roots, trimming trees, grading areas adjacent to the road within the footprint of the project, cleanup of existing storm drain culverts, grading at the inlets and outlets of culverts, shall be considered as included in the contract price paid per lump sum for Clearing and Grubbing and no additional compensation will be allowed therefor.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing

\$ 40,000.00

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

20 LANDSCAPE

20-1 GENERAL

Replace Section 20-1.02B Water with:

Coordinate the installation of new water meters with the City of Norco. The Contractor is responsible for all associated fees for installation and operation of the water meters during construction and plant establishment.

Replace the 3rd paragraph of Section 20-1.02C Pesticides with:

Do not use rodenticides.

Add to Section 20-1.02C Pesticides:

Any herbicide chosen must be approved for aquatic use.

Select herbicides from the following table:

Herbicides						
Herbicide name	Herbicide type					
	Preemergent (granular)	Preemergent (non granular)	Post- emergent	Selective	Non- selective	Systemic
Diquat dibromide	--	--	--	--	X	--
Glyphosate	--	--	X	--	--	X
Imazapyr	--	--	--	--	X	--
Triclopyr	--	--	--	--	--	X

Add to Section 20-1.03C(4) Disposal of Removed Groundcover, Weeds, and Mowed Material:

All removed material from salt cedar (*Tamarix sp.*), tree tobacco (*Nicotiana glauca*) and giant reed (*Arundo donax*) shall be properly disposed of offsite at a green waste facility prior to installing irrigation and plant material.

20-2 IRRIGATION

Add to Section 20-2.01 GENERAL

The Temporary Irrigation System shall be installed as shown in the plans and in conformance with the applicable provisions of Section 20-1, "General", and Section 20-2 "Irrigation" of the Standard Specifications, these special provisions, and as directed by the Engineer.

Contractor shall verify static water pressure at all points of connection prior to installing irrigation system. Should static water pressure be less than 30 psi at either point of connection, contractor shall notify the Engineer for instruction prior to proceeding with installation. The Temporary Irrigation System design is based on 15 gpm being available at the points of connection. The contractor is responsible for verifying these reported readings prior to construction and shall cease construction activity at once if available water pressure and volume vary from previously reported figures. If water pressure and volume discrepancies are not reported to the Engineer prior to start of construction, the contractor shall assume full responsibility for any necessary changes required to make the system fully functional at no additional cost to owner.

Maximum wire run distance between battery controller and control valve shall be 100 feet using 18 awg wire.

Contractor shall verify locations of existing water main prior to construction.

Follow all local codes when installing irrigation system. Follow manufacturer's specifications during installation. Notify engineer of any code conflicts with the design prior to starting work.

All materials and equipment shall be new. The Contractor shall install materials and equipment to provide the most efficient and optimum operation system. Field adjustments may be required.

Contractor shall pressure and leak test irrigation lines prior to covering. Controller wiring to valves shall be tested prior to covering. The contractor shall make any adjustments required to system to ensure operability prior to covering pipes.

The contractor shall provide the engineer two sets of locking cover keys and one hose swivel for quick coupling valves.

The final location of the battery operated controller shall be approved by the engineer prior to installation.

Operate irrigation controller between the hours of 5:00 pm and 7:00 am.

Prior to trenching, contract dig alert at 811 or digalert.org for utility location services.

Payment:

Full compensation, for conforming to the requirements of this article including all labor, equipment, materials and incidentals, for furnishing and installation, maintenance, and removal of Temporary Irrigation System when no longer necessary, including but not limited to new:

- Water Meters
- Irrigation Backflow Preventer Assemblies,
- Battery Operated Controllers with Solar Panel and Rain Sensor,
- Quick Coupling Valves,
- Control Valves with Filter,
- Ball Valves,
- Schedule 40 2-inch Pipe for Main Lines and Lateral Lines,
- Drip Distribution Tubing,
- Drip Emitters,

shall be considered as included in the contract price paid per lump sum for Temporary Irrigation System and no additional compensation will be allowed therefor.

Delete item 2 in the list in the 1st paragraph of Section 20-2.02B(1) General

Replace “Reserved” in Section 20-2.06B(2)(b) Battery Powered Irrigation Controllers with:

Battery powered irrigation controller must be of the following and comply with the requirements of the following table:

Battery Powered Irrigation Controllers

Product	Model Number	Company
Node™ series DC controller	NODE-XXX ^c	Hunter® Industries Incorporated, San Marcos, CA
Or equal ^a	--	--

^aOr equal must be minimum DC operated irrigation controller in waterproof case, with a one-year battery life using a high quality 9V alkaline battery.

^bPayment for handheld field transmitter is included in payment for the irrigation controller battery.

^cCorresponds to the number of required stations as shown.

Battery powered irrigation controller must be compatible with the DC latching valve solenoids on remote control valves.

Battery powered irrigation controller must be installed with optional solar panel.

Battery powered irrigation controller must be the same make throughout project.

Allow at least 3 feet of slack for conductors connected to battery powered irrigation controller and facilities within the box or spliced within the box.

Where direct burial conductors are to be connected to the terminal strip in the controller, the conductors must be connected with the proper size open-end-crimp-on wire terminals. Exposed wire must not extend beyond the crimp of the terminal, and the wires must be parallel to the terminal strip.

Replace the 2nd paragraph in section 20-2.06B(4) Rain Sensors with:

Rain sensor must be of the following and comply with the requirements of the following table:

Rain Sensors

Product	Model Number	Company
Mini-Click™ rain sensor	MINI-CLIK	Hunter® Industries Incorporated, San Marcos, CA
Or equal ^a	--	--

^aOr equal must be a wired low voltage, automatic shut-off type, and compatible with the irrigation controller

Add to section 20-2.06C Construction:

Locate battery powered irrigation controllers in valve boxes or on valve solenoids per the manufacturer's instructions.

Add to section 20-2.08C(4) Plastic Pipe Supply Line:

Install plastic supply line on-grade

Irrigation supply line installed on grade must be UV resistant

Plastic pipe supply line laterals on grade must be secured with rebar J-hooks at each fitting or a minimum of 10 feet apart. Rebar J-hooks must be #3 size, 0.375-inch diameter, with 12 inch legs and a crown sufficient to wrap around the lateral pipe 180 degrees and extend 1 inch.

Replace the 1st paragraph of section 20-2.10B(2) Ball Valves with:

Each ball valve must be PVC or chlorinated PVC and must comply with the requirements shown in the following table:

Quality characteristic	Requirement
Nonshock working pressure for 3/4 to 4 inch valves (min, psi)	235
Nonshock working pressure for 6 inch valves (min, psi)	150
Seats	PTFE
O-ring seals	EPDM or fluoroelastomer

Replace Section 20-2.10B(4) Drip Valve Assemblies with:

Each drip valve assembly must include:

1. Remote control valve
2. Pressure regulating basket filter
3. Schedule 80 PVC pipes and fittings

Replace item 2 in the list in the 1st paragraph of section 20-2.10B(10)(a) General with:

2. Be glass-filled nylon.

Replace *Reserved* in section 20-2.12 with:

20-2.12 BASKET FILTER WITH PRESSURE REGULATOR

20-2.12A General

Section 20-2.12 includes specifications for installing basket filters with integrated pressure regulators.

20-2.12B Materials

The body of the basket filter shall be a vertical cylinder with a filter inside and the inlet and outlet inline at the bottom. The body shall have male inlet and outlet threads. The top cap shall be removable by hand for access to the filter for maintenance.

The filter shall be removable by hand for cleaning and have a trap at the bottom so it may be removed without debris falling into the outlet. The filter media shall be stainless steel and shall be available in 120 mesh (green), 150 mesh (blue) and 200 mesh (white).

The pressure regulator mechanism shall be preset to a fixed pressure (40 psi) and integrated to the filter body. All parts shall be molded plastic, stainless steel, rubber or other non-corrosive materials.

The unit shall incorporate an indicator window as part of the cover that shows when the filter needs to be cleaned.

20-2.12C Construction

Install basket filter on the downstream side of the control valve.

20-2.12D Payment

Not Used.

20-3 PLANTING**Add to section 20-3.01A(3)(b) Vendor Statements:**

Some plants required may not be readily available and must be grown specifically for this project. Submit a statement within 30 days after Contract approval from the vendor that the order to grow the plants, including inspection plants and replacement plants, has been received and accepted by the vendor. The statement from the vendor must include the plant names, sizes, and quantities and the anticipated delivery date. Notify the Engineer when the vendor has started growing the plants.

Replace row 7 in the table in the 3rd paragraph of section 20-3.01B(2)(a) General with:

I	Pot (TP4) ^d	160-230 ^d
---	------------------------	----------------------

^dPot must be 4 inches square.

Replace row 11 in the table in the 3rd paragraph of section 20-3.01B(2)(a) General with:

P	Plug/ Treeband	20-30 ^d
---	----------------	--------------------

^dContainer must be 2-1/4 inches square

Replace items 6 and 7 in the list in the 1st paragraph of section 20-3.01B(2)(b)(iii) Willow and Cottonwood Cuttings with:

6. For standard cuttings, 3 to 4 feet; for large-size cuttings, 6 to 8 feet for *Populus sp. and Salix sp.*
7. For standard cuttings, 1/2 to 1 inch in diameter at the base of the cutting; for large-size cuttings, 1 to 3 inches in diameter at the base of the cutting for *Populus sp.* and 3/4 to 1-1/2 inches in diameter for *Salix sp.*

Replace the 3rd paragraph of section 20-3.01B(2)(b)(iii) Willow and Cottonwood Cuttings with:

At least 50 percent of the base of the cuttings must be soaked for a minimum of 24 hours, but not more than 14 days in fresh clean water to allow buds to swell prior to planting. Cuttings must be soaked in a shaded location until the time of planting. Cuttings that have been soaking for more than 14 days must be discarded unless otherwise approved for use.

Add after the 3rd paragraph of section 20-3.01B(2)(b)(iii) Willow and Cottonwood Cuttings:

Seal 2 to 3-inches of the terminal end of the cuttings with an equal mix of white interior latex paint and water, or paraffin wax.

Replace section 20-3.01B(2)(b)(iv) Reserved with:**20-3.01B(2)(b)(iv) Other Cuttings**

Baccharis cuttings must be:

1. Reasonably straight

2. Cut square above a leaf bud to form the tip
3. Cut at an approximate 45-degree angle at the base below a leaf bud
4. Cut square at the top above a leaf bud
5. Trim off leaves and branches flush with the cutting stem
6. From 3 to 4 feet in length
7. From 1/2 to 1 inch in diameter at the base of the cutting

Cuttings must be harvested from dormant plants.

At least 50 percent of the base of the cuttings must be soaked for a minimum of 24 hours, but not more than 14 days in fresh clean water to allow buds to swell prior to planting. Cuttings must be soaked in a shaded location until the time of planting. Cuttings that have been soaking for more than 14 days must be discarded unless otherwise approved for use.

Add the following at the end of section 20-3.01B Materials:

20-3.01B(12) Pin Flags

Pin flags must be of high color-contrast. Pin flags must be at least 2.5 by 3.5-inch, made of 4 mil vinyl with a 16-gauge steel wire staff with a minimum length of 15-inches.

Replace "Not Used" in section 20-3.01D Payment with:

The Department withholds 50 percent of the estimated value of the work done until a statement from the vendor is submitted that shows the order for the plants required for this Contract has been placed.

You are responsible to propagate and/or acquire additional plants to account for replacement plants that may be required.

Replace the 1st paragraph in section 20-3.02C(2) Preparing Planting Areas with:

Use a pin flag with a unique color for each species to designate the field location of each plant for approval by the engineer prior to installation.

Replace item 3 in the 1st paragraph in section 20-3.02C(3)(d)(i) General with:

3. 10 to 12 inches for *Baccharis*, *Populus* and *Salix* cuttings

Add to section 20-3.02C(3)(d)(i) General:

Install plants between November and March.

Replace the 2nd paragraph in section 20-3.02C(3)(d)(iii) Willow and Cottonwood Cuttings with:

Plant the base of the cutting at least 2/3 of the total length deep with 3 to 5 bud scars exposed above the ground. If more than 5 bud scars are exposed, trim off the excess cutting length.

Add to section 20-3.02C(3)(d)(iii) Willow and Cottonwood Cuttings:

If the soil in and around the plant hole is not moist prior to planting, the soil must be watered and kept moist until the cutting is planted.

Cuttings must be re-cut using a crafting or cutting knife at a 45 degree angle immediately prior to insertion into the soil.

Cuttings must be watered immediately after planting. Water must be applied until the backfill soil around and below each cutting is thoroughly saturated.

Replace section 20-3.02C(3)(d)(iv) Reserved with:

20-3.02C(3)(d)(iv) Other Cuttings

Excavate planting holes for *Baccharis* cuttings perpendicular to the ground line, or at the angle shown. Ensure planting hole excavation is large enough to receive the cuttings and fertilizer without damaging the bark. If you encounter solid rock or other unyielding material when excavating for planting holes, excavate new holes and backfill the unused holes.

Plant the base of the cutting at least 10 to 12 inches deep with 3 to 5 bud scars exposed above the ground. If more than 5 bud scars are exposed, trim off the excess cutting length.

Backfill the plant holes with excavated material after planting. Distribute the excavated material evenly within the hole without clods, lumps, or air pockets. Compact the backfill so the cutting cannot be easily removed from the soil. Do not damage the cutting's bark.

If the soil in and around the plant hole is not moist prior to planting, the soil must be watered and kept moist until the cutting is planted.

Cuttings must be re-cut using a crafting or cutting knife at a 45 degree angle immediately prior to insertion into the soil.

Cuttings must be watered immediately after planting. Water must be applied until the backfill soil around and below each cutting is thoroughly saturated.

Add to section 20-3.02D Payment:

20-3.02D Payment

The contract price paid per each for:

- Plants Procurement and Installation [1-Gallon],
- Plants Procurement and Installation [Treepot 4 Planting],
- Plants Procurement and Installation [Treeband Planting],
- Plants Procurement and Installation [Standard Size Cutting], and
- Plants Procurement and Installation [Large Size Cutting]

includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in restoration planting complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, as discussed in the HMMP, and as directed by the Engineer.

The payment quantity for plants is measured by either the product of the average plant density and the total planted area, or by a count of the living plants in place.

20-4 PLANT ESTABLISHMENT WORK

Add to section 20-4.01A Summary:

The plant establishment period must be Type 1.

The initial plant establishment period will be 120 working days. A secondary plant establishment period will continue for a total of 5 years of plant establishment.

Add to section 20-4.01C(1) General:

You must submit a Re-Planting Plan every six (6) months of the secondary plant establishment period. The replanting plan must identify type of plants to be replaced, the location and the amount of coverage for approval by the Engineer.

Add to section 20-4.03A General:

The Contractor must perform plant establishment at a minimum twice per week during the months of April through October and once per week during the months of November through March.

Remove all irrigation facilities except buried supply line, conduit, backflow preventer, meter, gate valves, and quick coupling valves within 30 days before the completion of the secondary plant establishment period.

Immediately after removal of an irrigation component the remaining facility must be capped. Removed irrigation facilities will become the property of the Contractor.

Remove all foliage protectors and staking within 30 days before the completion of the secondary plant establishment period. Removed foliage protectors and staking will become the property of the Contractor

Replace section 20-4.03F Replacement Plants with:

Replacement plants must comply with section 20-3.01C(4).

Replacement plants must be the same size as originally specified.

Add to section 20-4.03G Watering:

Provide 10 gallons per plant per week April through October for the first year. Reduce irrigation amount by 25% in year 2 and reduce another 25% in year 3.

Add to section 20-4.03G Watering:

Replace battery in remote control valve at the start of each yearly growing season.

Replace section 20-4.04 Payment with:

20-4.04 PAYMENT

- A. The following schedule will be used to determine measurement of PLANT ESTABLISHMENT WORK [1250 WD] [5-YEARS]:

Maintenance Period	Percent of Contract Work Completed (\$ Expended/ \$ Total Contract Price)	Percent of Plant Establishment Work (Compensated for)
12 Months	Target vegetative cover totals 35%.	15%
24 Months	Target vegetative cover totals 50%.	25%
36 Months	Natural recruitment of target vegetation exhibited along transects. Target vegetative cover totals 75%.	50%
48 Months	Target vegetative cover totals 80% without supplementary planting, seeding, or irrigation. Natural recruitment of target species noted on transects.	75%
60 Months	Target vegetative cover totals 90% without supplementary planting, seeding, or irrigation. Natural recruitment of target species noted on site and evidence of wetland hydrology. Aboveground components of irrigation system removed.	100%
If cover criteria is not met for the respective maintenance period, progress payment will be made after additional planting or seeding are performed to bring all areas up to initial planting densities. Native riparian plant substitutions will be made based on prevailing conditions and successful development of stock.		

- B. Payment of PLANT ESTABLISHMENT WORK shall be based upon the lump sum bid price for “**PLANT ESTABLISHMENT WORK [1250 WD] [5-YEARS]**.” Payment shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental for completion of this item of work. The deletion for work or the addition of extra work, as provided for herein, shall not affect the price paid for PLANT ESTABLISHMENT WORK.

21 EROSION CONTROL

21-2 EROSION CONTROL WORK

Add to Section 21-2.01, General:

The extent of the enhancement and restoration areas, shall be staked by the contractor and approved by the engineer/ecologist prior to commencing work.

Non-degrading and non-polluting material, such as pvc will be used to mark the boundaries of the restoration and enhancement areas.

All non-native/invasive and nuisance native vegetation and unwanted debris shall be removed from the areas prior to the commencement of seeding activities.

Prior to seeding the site shall be raked or harrowed to roughen the soil surface.

The sites shall be hydroseeded in the fall or winter following the completion of restoration planting.

The sites will be hydroseeded with the seed-mix per these special provisions and the plans and following the mulch and application per the construction specifications.

Seed schedule to be applied to both the restoration and enhancement sites.

All seed shall be procured from reputable native seed farms.

Following hydroseeding activities the hydroseed areas shall be sufficiently watered to ensure hydroseed is washed off of plants and to promote germination.

Add to Section 21-2.03D, Hydromulch and Hydroseed:

21-2.03D(1) Erosion Control (Hydroseed)

21-2.03D(1)(a) GENERAL

21-2.03D(1)(a)(i) Summary

This work includes applying erosion control (hydroseed) materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to the graded areas as shown on the plans.

Comply with Section 21, "Erosion Control," of the Standard Specifications.

If notified by the Engineer that an area is ready to receive erosion control materials, start erosion control (hydroseed) work within 5 business days of the Engineer's notification to perform the work.

The Engineer will designate the ground location of all erosion control (hydroseed) areas in increments of one acre or smaller by directing the placing of stakes or other suitable markers. Furnish all tools, labor, materials, and transportation required to adequately mark the various erosion control (hydroseed) locations.

21-2.03D(1)(a) MATERIALS

21-2.03D(1)(b)(i) Seed

Seed, Submittal

At least 60 days before seed application, submit proof that the order for seed required for the Contract has been placed and accepted by the seed vendor. Include the seed's botanical names, quantity ordered, and the anticipated date of delivery.

Submit a copy of the analysis report for each seed species before application.

Submit seed labels. Seed labels must show:

1. Seed variety including botanical name and common name
2. Lot number or other lot identification
3. Origin
4. Net weight
5. Percent pure live seed
6. Percent total viability
7. Percent by weight inert matter
8. Percent by weight other crop seed
9. Percent by weight weed seed
10. Name of restricted noxious weed seed by number per pound of seed
11. Name and address of the supplier or grower responsible for the analysis

Seed, Quality Assurance

Seed must be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Tests must be performed within 12 months before application.

Deliver seed to the job site in unopened separate containers with the seed tags attached. A container without a seed tag attached is not accepted. The Engineer takes a sample of approximately **1 Oz or 2 Oz** of seed for each seed lot greater than **2 lbs.** Seed must comply with the **tables shown on these special provisions and the plans.**

Seed, Material

Seed mix for the Seeding areas (Planting Zones), as shown on the plans, must comply with the following:

Seed Mix (Planting Zone: Slopes and Upland Transitional)

Botanical Name	Common Name	Pounds Pure Live Seed Per Acre
<i>Acmispon Glaber</i>	Deerweed	2.0
<i>Ambrosia Psilostachys</i>	Western Ragweed	0.2
<i>Artemisia Californica</i>	California Sagebrush	0.3
<i>Artemisia Douglasiana</i>	Mugwort	0.1
<i>Baccharis Emoryi</i>	Coyote Brush	0.1
<i>Clarkia Purpurea</i>	Purple Clarkia	0.2
<i>Encelia Californica</i>	California Encelia	1.0
<i>Encelia Farinosa</i>	Brittlebush	2.0
<i>Eriogonum Fasciculatum</i>	California Buckwheat	0.1
<i>Eriophyllum Confertiflorum</i>	Yellow Yarrow	1.0
<i>Eschscholzia Californica</i>	California Poppy	1.5
<i>Leymus Condensatus</i>	Giant Wild Rye	2.0
<i>Leymus Triticoides</i>	Creeping Wild Rye	2.0

<i>Lupinus Bicolor</i>	Miniature Lupine	3.0
<i>Lupinus Succulentus</i>	Arroyo Lupine	2.0
<i>Salvia Apiana</i>	White Sage	4.0
<i>Salvia Mellifera</i>	Black Sage	1.0
<i>Stipa Lepida</i>	Foothill Needlegrass	1.5
<i>Stipa Pulchra</i>	Purple Needle Grass	2.0
<i>Vulpia Microstachys</i>	Three Weeks Fescue	6.0
Total		32.0

Seed Mix (Planting Zone: Floodplain Riparian)

Botanical Name	Common Name	Pounds Pure Live Seed Per Acre
<i>Ambrosia Psilostachys</i>	Western Ragweed	2.0
<i>Artemisia Douglasiana</i>	Mugwort	0.5
<i>Croton Californicus</i>	Desert Croton	0.5
<i>Heliotropium Curassavicum</i> Var. <i>Oculatum</i>	Seaside Heliotrope	1.0
Total		4.0

Seed Mix (Planting Zone: Detention Basin and Non-Floodplain Riparian (DBNFR) Type 1 and Type 2)

Botanical Name	Common Name	Pounds Pure Live Seed Per Acre
<i>Ambrosia Psilostachys</i>	Western Ragweed	1.0
<i>Artemisia Douglasiana</i>	Mugwort	0.5
<i>Heliotropium Curassavicum</i> Var. <i>Oculatum</i>	Seaside Heliotrope	0.5
<i>Leymus Triticoides</i>	Creeping Wild Rye	5.0
<i>Pluchea Odorata</i>	Marsh Fleabane	0.5
<i>Schoenoplectus Californica</i>	California Bulrush	1.0
<i>Vulpia Microstachys</i>	Three Weeks Fescue	8.0
Total		16.5

Seed Mix (Planting Zone: Detention Basin and Non-Floodplain Riparian (DBNFR) Type 3)

Botanical Name	Common Name	Pounds Pure Live Seed Per Acre
<i>Schoenoplectus Californica</i>	California Bulrush	5.0
Total		5.0

Seed must not contain:

1. Prohibited noxious weed seed
2. More than 1.0 percent total weed seed by weight

Seed with a germination rate lower than the minimum rate shown may be used if authorized in writing by the Engineer.

Deliver seed to the job site in unopened, separate containers with the seed tag attached.

Measure individual seed species and mix in the presence of the Engineer.

21-1.03D(1)(b)(ii) Seed Sampling Supplies

At the time of seed sampling, provide the Engineer a glassine lined bag and custody seal tag for each seed lot sample.

21-1.03D(1)(b)(iii) Commercial Fertilizer

Not Used

21-1.03D(1)(b)(iv) Straw

Not Used

21-1.03D(1)(b)(v) Tackifier

Tackifier must be:

1. Nonflammable
2. Nontoxic to aquatic organisms
3. Free from growth or germination inhibiting factors
4. Bonded to the fiber or prepackaged with the fiber by the manufacturer
5. At least 10 percent of the weight of the dry fiber and include the weight of the activating agents and additives
6. Organic, high viscosity colloidal polysaccharide with activating agents, or a blended hydrocolloid-based binder

21-1.03D(1)(b)(vi) Fiber

Fiber must be:

1. Long strand, whole wood fibers, thermo-mechanically processed from clean, whole wood chips.
2. Not made from sawdust, cardboard, paper, or paper byproducts.
3. At least 25 percent of fibers 3/8 inch long.
4. At least 50 percent held on a No. 25 sieve.
5. Free from lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach.
6. Free from synthetic or plastic materials.
7. At most 7 percent ash.
8. Coloring agent for fiber must be a biodegradable nontoxic coloring agent free from copper, mercury, and arsenic.

21-1.03D(1)(b)(vii) Coloring Agent

Use a biodegradable, nontoxic coloring agent free from copper, mercury, and arsenic.

21-1.03D(1)(c) CONSTRUCTION

21-1.03D(1)(c)(i) Site Preparation

Immediately before applying seed to erosion control (Hydroseed) areas, remove trash and debris and weeds.

Removed weeds must be disposed of in conformance with the provisions in Section 00-1.14, "Disposal Of Excess Excavation of Materials," of these Special Provisions.

21-1.03D(1)(c)(ii) Application

Apply erosion control (hydroseed) materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Material	Pounds Per Acre
Seed	Per plan
Fiber	1,500

2. Apply straw at the rate of 565 pounds per acre based on slope measurements. Incorporation of straw will not be required. Distribute straw evenly without clumping or piling.
3. Apply the following mixture with hydroseeding equipment at the corresponding

Material	Pounds Per Acre
Fiber	500
Tackifier	5

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.

Seed may be dry applied at the total rate specified in the preceding table for small areas not accessible by the hydroseeding equipment if approved by the Engineer. Dry-applied seed must be incorporated into the soil a maximum depth of 1/4 inch by raking or dragging.

Erosion control (hydroseed) materials must be applied such that the materials are well in contact with ground surface. Once straw work is started in an area, complete tackifier applications in that area within the same work shift.

The Engineer may change the rates of erosion control (hydroseed) materials to meet field conditions.

For any area where erosion control (hydroseed) materials are to be applied, the application of all erosion control (hydroseed) materials to be applied to that area must be completed within 72 hours from when the first materials were applied.

21-1.03D(1)(d) PAYMENT

Erosion control (hydroseed) will be measured by Acre. The area will be calculated on the basis of field measurement and as computed for slope and ground surface (not plan view) measurements.

The contract price paid per Acre for Hydroseeding includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hydroseed complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

AA

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

82-2 SIGN PANELS

Add to Section 82-2.01 General:

Restoration Informational Signs:

Once restoration installation activities have commenced, informational signs shall be placed along the boundary of the restoration and enhancement sites, or as directed by the Engineer, in conformance with the sign details on the plans, the applicable provisions in Section 82-3, "Roadside Signs", of the State Standard Specifications, and these Special Provisions.

Locations shall be staked by the contractor and approved by the Engineer; general locations are shown on plans. The signs shall face away from the restoration and enhancement areas.

Sign panels shall be made of 1/8" thick minimum aluminum.

Sign posts shall be channel section steel.

Signs shall have retroreflective sheeting. The retro-reflectivity for signs shall meet or exceed ASTM Standard D 4956 Type III (3M Co. High Intensity Grade or approved equal).

Replace Section 82-2.04 Payment with the following:

Payment

The contract unit price paid per each for Restoration Signage shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work including all necessary, sign-to-post mounting hardware, spot welding, rebar welded to steel post, excavation and backfill as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Appendices

Table of Contents

<u>Description</u>	<u>Section</u>
Air Quality Management District (AQMD) Recommendations*	Appendix A
Reference Drawings	Appendix B
Attachment “C” for Risk Level 1 Requirements	Appendix C
Federal Prevailing Wage Decision	Appendix D
Additional Federal Requirements Exhibits*	Appendix E
Habitat Mitigation And Monitoring Plan (HMMP)	Appendix F

* Note: See the first page of this document description for a detailed Table of Contents.

Appendix A

AQMD Recommendations

Dust Abatement Attachments

Table of Contents

<u>Description</u>	<u>Page</u>
Signage Recommendation (AQMD document, modified)	1
Sample Dust Control Plan (AQMD sample)	5
Dust Control Plan Review Checklists (AQMD document)	6
Reasonably Available Control Measures (from Rule 403 Implementation Handbook)	10
Best Available Control Measures (from Rule 403 Implementation Handbook)	16
Best [Reasonably] Available Control Measures for High Winds Conditions (from Rule 403 Implementation Handbook)	22
Track Out Control Options (from Rule 403 Implementation Handbook)	26

AQMD SIGNAGE RECOMMENDATIONS**November, 2001**

Plan holder shall post signage at specified locations on the subject property in accordance with the standards specified below. The exception to the standards is that all letters shall be 4 inches high, with the names and telephone numbers of appropriate contacts and services in bold print, as indicated in the standards. These signs shall also include the SCAQMD toll free complaint line 1-800-CUT-SMOG (1-800-288-7664) and the telephone number for the Environmental Observer. These signs shall be posted within 50 feet of the curb on all four (4) corners of the subject property.

For each Dust Control Plan aggregating less than, or equal to, ten (10) acres:

1. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
 - (a) Such sign shall measure at least four (4) feet wide by four (4) feet high and conform to the specifications in 1 (a) below.

For each Dust Control Plan aggregating over ten (10) acres:

2. The applicant shall install a sign on such property which is visible to the public that meets the following requirements:
 - (a) Such sign shall measure at least eight (8) feet wide by four (4) feet high and conform to the specifications in 1 (b) below.

THE SIGN SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:**1. The sign boards shall be constructed with materials capable of withstanding the environment in which they are placed.**

(a) For 4' x 4' signs, the District recommends the following:

- I. ¾" A/C laminated plywood board
- II. Two 4" x 4" posts
- III. The posts should be attached to the edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

(b) For 4' x 8' signs, the District recommends the following:

- I. 1" A/C laminated plywood board
- II. Two 5" x 6" posts
- III. The posts should be attached to the 4' edges of the plywood board with at least 2 carriage bolts on each post.
- IV. The front surface of the sign board should be painted in the contrasting color of a white background with black lettering.

2. The sign board shall be installed and maintained in a condition such that members of the public can easily view, access, and read the sign at all times until the expiration date of the Dust Control plan.

(a) For 4' x 4' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 3' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

(b) For 4' x 8' signs, the District recommends the following:

- I. The lower edge of the sign board should be mounted at least 2' above the existing ground surface to facilitate ease of viewing.
- II. The posts should be set in a hole at least 4' deep with concrete footings to preclude downing by high winds.
- III. On the construction site, the sign should be positioned such that nothing obstructs the public's view from the primary street access point.
- IV. For construction projects that are developed in phases, the sign should be moved to the area that is under active construction.
- V. In situations where all phases of the construction project are completed on a property prior to expiration of the Dust Control Plan, a written request for cancellation of the Dust Control Plan must be submitted to the Engineer.

3. The sign board shall contain the following information:

- (a) Project Name
- (b) Name of Prime Contractor
- (c) Phone Number of Contractor's Employee Responsible for Dust Control Matters
- (d) County designated phone number (to be provided by the Engineer)
- (e) South Coast Air Quality Management District Phone Number

4. The sign board shall be designed to the following alpha and numeric text dimensions (sign boards written in longhand are unacceptable).

- (a) For a permittee subject to the 4' x 4' sign requirement, the District provides the following example: (as modified by the County of Riverside for use on County Public Works projects)

1" UPPERCASE Letters →	PROJECT NAME:		3 ½ " Title Case Bold Letters ←
1" UPPERCASE Letters →	CONTRACTOR		3 ½ " Title Case Bold Letters ←
1" Title Case Letters →	Contractor's Dust Control Phone #		3" Bold Numbers ←
1" Title Case Letters →	County of Riverside Phone #		3" Bold Numbers ←
1" Title Case Letters →	Phone Number:	SCAQMD 1-800-CUT-SMOG	3 ½ " Bold Numbers ←

"Title Case" means the first letter of a word is capitalized and subsequent letters are lower case.

(b) For a permittee subject to the 4' x 8' sign requirement, the District provides the following example: (as modified by the County of Riverside)

2" UPPERCASE Letters	PROJECT NAME:	4" Title Case Bold Letters
2" UPPERCASE Letters	CONTRACTOR	4" Title Case Bold Letters
2" Title Case Letters	Contractor's Dust Control Phone #	4" Bold Numbers
2" Title Case Letters	County of Riverside Phone #	4" Bold Numbers
2" Title Case Letters	Phone Number:	4 ½" Bold Numbers
2" Title Case Letters	SCAQMD 1-800-CUT-SMOG	
	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT	

Section 1

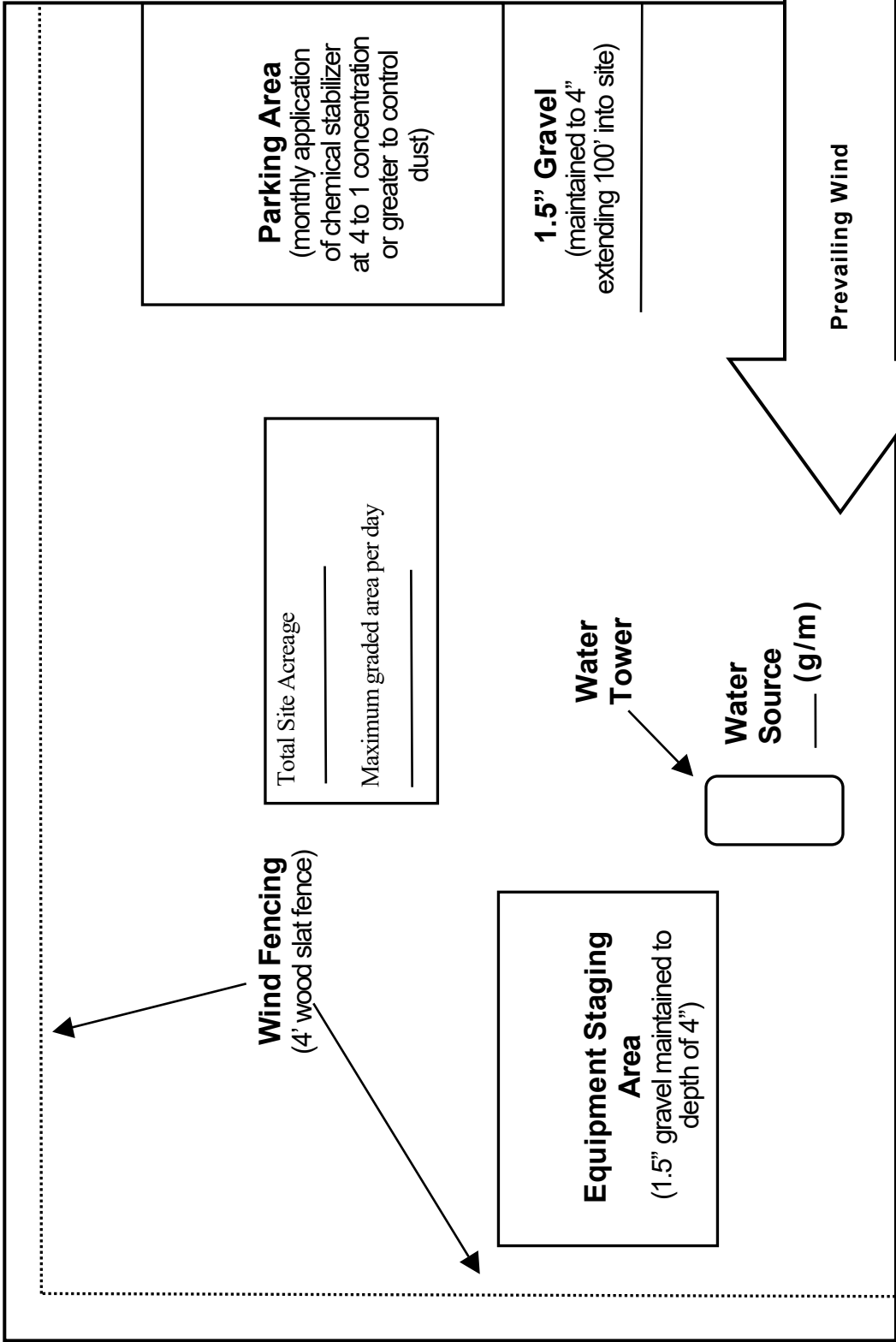
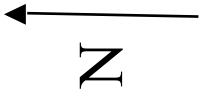
Simplified Sample Site Plan

Distance and location of nearest:

Residence _____

Business _____

Existing Residential



Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

Plan Review Checklist

Clearing/Grubbing/Mass Grading Phase

☐ If feasible, use grading permit conditions to break the project into phases so that only a portion of the site is disturbed at any given time to ensure control of fugitive dust. This technique is critical for project sites with greater than 100 acres.

☐ Prior to initiating activity, pre-water site through use of portable irrigation lines. At least 72 hours of pre-watering is recommended for each area prior to initiating earth-movement. Require the Applicant to specify water source and available flow rate (g/m).

☐ Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of one 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during mass grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.

☐ Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill.

☐ Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site.

☐ A perimeter watering system consisting of portable irrigation equipment may be an effective mitigation system to protect surrounding residences and businesses. The portable watering system may be used in place of or in conjunction with watering trucks. The local jurisdiction may also be provided access to this equipment.

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

- ☐ Construction site accesses are to be improved with 1.5" gravel maintained to a depth of 4" , at least 20' wide, and extending 100 feet into the site. If the project site is not balanced, a wheel washing system and/or ribbed steel plates should be placed in the roadway before the vehicle enters the graveled area to clean the tires and prevent trackout.
- ☐ Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- ☐ Employee parking areas are to be covered with 1.5" gravel maintained to a depth of 4" or treated with chemical dust suppressants at a 4 to 1 ratio on at least a monthly basis to prevent fugitive dust.
- ☐ Chemical dust suppressants are to be mixed at a ratio of 20 to 1 and applied to all disturbed surfaces that are proposed to remain inactive for a period of at least 10 consecutive days. These products are effective in preventing and controlling dust. Recordkeeping is necessary to demonstrate compliance.
- ☐ All project sites greater than 100 acres shall monitor daily wind speeds and AQMD forecasted wind events (call 1.800.CUT.SMOG, press one for air quality information, and then press five for Coachella Valley wind forecasts). Operators shall maintain these records for review by any local code enforcement officer or AQMD inspector.
- ☐ An environmental observer whose primary duty is to oversee dust control at the site is to be used for construction projects greater than 100 acres and/or sites with more than 50 acres of active construction. The environmental observer is tasked with monitoring dust abatement measures and authorized to deploy additional water trucks and other dust control actions (i.e., wind fencing, street sweepers, chemical dust suppressants, etc.) as necessary to prevent or control fugitive dust.
- ☐ Other (specify): _____

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

**Plan Review Checklist
Finish Grading Phase**

- ☐ Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Also, for cut and fill activities, one 10,000 gallon water pull is estimated to be necessary for each 7,000 cubic yards of daily earth-movement. Multiple 4,000-gallon water trucks may be used in place of a 10,000-gallon water pull. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during finish grading and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- ☐ Water towers are necessary for projects with more than 10 acres of active construction. Without a water tower, it can take up to 30 minutes to fill a 2,000 gallon water truck. Also, multiple water towers are necessary for projects that use water pulls as filling one 10,000 gallon water pull can drain a water tower which takes up to 40 minutes to refill
- ☐ Wind fencing is necessary between the site and nearby residences or businesses to reduce fugitive dust. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through a site.
- ☐ Chemical dust suppressants are to be applied at a concentration of at least 10 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.
- ☐ Construction site access(es) are to be improved with 1.5" gravel maintained to a depth of at least 4" ,with a minimum width of at least 20', extending 100 feet into the project site.
- ☐ Equipment staging areas are to be treated with 1.5" gravel maintained to a depth of 4".
- ☐ Internal roadway networks are to be treated with chemical dust suppressants at a minimum rate of at least 4 to 1 and retreated on a monthly basis once final roadway elevations have been reached.
- ☐ Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of at least 4 to 1 and retreated on at least a monthly basis or covered with 1.5" gravel maintained to a depth of 4" to prevent fugitive dust.
- ☐ Other (specify): _____

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

**Plan Review Checklist
Construction Phase**

- ☐ Water applied continuously to all disturbed portions of the site by means of water truck/water pull as necessary to maintain sufficient visible moisture on the soil surface. For reference, one 2,000 gallon water truck can treat approximately 4 acres of active construction per hour. Touch and visual contrast are reasonably good indicators of soil moisture. Surface areas that are dry to the touch and appear lighter-colored require the application of additional water to prevent visible or fugitive dust. Require the Applicant to specify the number of watering vehicles available for dust control during the construction phase and during off-hours as well as availability of back-up water trucks if the site experiences dust control problems.
- ☐ Wind fencing is necessary between the site and nearby residences or businesses. Off-site upwind fencing and on-site wind fencing for larger projects can also keep blowsand from being deposited onto the site or traveling through the site. Block walls, if part of the final project, can replace wind fencing during the construction phase.
- ☐ Chemical dust suppressants are to be applied at a concentration of at least 20 to 1 to finish graded areas once final elevations have been reached. For areas that will remain inactive for longer periods, vegetation can be a cost-effective alternative to chemical stabilization. Wind fencing or other obstructions can keep the stabilized area free from future disturbances.
- ☐ Construction site accesses are to be improved with 1.5" gravel, maintained to a depth of 4", with a width of at least 20', extending 100' into the project site. Paving internal roadways can substitute for gravel.
- ☐ Internal roadway networks are to be paved as early as feasible in the construction phase. Street sweeping of internal and/or external access roads will likely be required to control entrained road dust.
- ☐ Employee parking areas are to be treated with chemical dust suppressants at a mix ratio of no less than 4 to 1 and retreated on a monthly basis, or more frequently if fugitive dust is observed. If internal roadway is complete, employees are to be instructed to park on paved roads.
- ☐ Other (specify): _____

Remember...
DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK,
REGARDLESS OF CONSTRUCTION STATUS

RULE 403 IMPLEMENTATION HANDBOOK

REASONABLY AVAILABLE CONTROL MEASURES

Paragraph (d)(3) of Rule 403 allows activities outside the South Coast Air Basin (see Figure 2-1) to implement reasonably available control measures in lieu of best available control measures. Additionally, as specified by subparagraph (f)(3)(D) or Rule 403, any person seeking approval of a fugitive dust emissions control plan for projects outside the South Coast Air Basin must demonstrate to the satisfaction of the District that the given activity is employing all reasonably available fugitive dust control measures.

The District has prepared the attached listing of reasonably available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Control of Open Fugitive Dust Sources," Midwest Research Institute, September 1988.

The District encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

REASONABLY AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the reasonably available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- (A) Watering
- (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability.

(2) Pre-application of water to depths of proposed cuts.

(3) Once the land clearing/earth moving activities are complete, a second application of water can generate a thin crust that stabilizes the disturbed surface area provided that it is not disturbed. (Security fencing can be used to prevent unwanted future disturbances of sites where a surface crust has been created).
- (B) Chemical stabilizers
- (1) Only effective in areas which are not subject to daily disturbances.

(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule.
- (C) Wind fencing
- (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site.

(2) Would likely be used in conjunction with other measures (e.g., watering, chemical stabilization, etc.) to ensure that visible emissions do not cross a property line.
- (D) Cover haul vehicles
- (1) Entire surface area of hauled earth should be covered once vehicle is full.
- (E) Bedliners in haul vehicles
- (1) When feasible, use in bottom-dumping haul vehicles.

HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

Source: (2) Unpaved Roads**CONTROL MEASURES**

(F) Paving

(G) Chemical stabilization

(H) Watering

(I) Reduce speed limits

(J) Reduce vehicular trips

(K) Gravel

HIGH WIND MEASURE

- (c) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (d) Apply water once each hour; or
- (e) Stop all vehicular traffic.

DESCRIPTION

- (1) Requires street sweeping/cleaning if subject to material accumulation.
- (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
- (2) Not recommended for high volume or heavy equipment traffic use.
- (1) In sufficient quantities to keep surface moist.
- (2) Required application frequency will vary according to soil type, weather conditions, and vehicular use.
- (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line.
- (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent.
- (1) Gravel maintained to a depth of four inches can be an effective measure.
- (2) Should only be used in areas where paving , chemical stabilization or frequent watering is not feasible.

January 1999

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- | | |
|--|--|
| (L) Wind sheltering | <ul style="list-style-type: none"> (1) Enclose in silos. (2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity. |
| (M) Watering | <ul style="list-style-type: none"> (1) Application methods include: spray bars, hoses and water trucks. (2) Frequency of application will vary on site-specific conditions. |
| (N) Chemical stabilizers | <ul style="list-style-type: none"> (1) Best for use on storage piles subject to infrequent disturbances. |
| (O) Altering load-in/load-out procedures | <ul style="list-style-type: none"> (1) Confine load-in/load-out procedures to leeward (downwind) side of the material. (2) May need to be used in conjunction with wind sheltering to prevent visible emissions from crossing the property line. |
| (P) Coverings | <ul style="list-style-type: none"> (1) Tarps, plastic, or other material can be used as a temporary covering. (2) When used, these should be anchored to prevent wind from removing coverings. |

HIGH WIND MEASURE

- (f) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (g) Apply water once per hour; or
- (h) Install temporary covers.

January 1999

Source: (4) Paved Road Track-Out**CONTROL MEASURES****DESCRIPTION**

- | | |
|--------------------------------|--|
| (Q) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased.
(2) Vendors can supply information on methods for application and required concentrations. |
| (R) Sweep/clean roadways | (1) Either sweeping or water flushing may be used. |
| (S) Cover haul vehicles | (1) Entire surface area should be covered once vehicle is full. |
| (T) Bedliners in haul vehicles | (1) When feasible, use in bottom dumping vehicles. |
| (U) Site access improvement | (1) Pave internal roadway system.
(2) Most important segment, last 100 yards from the connection with paved public roads |

HIGH WIND MEASURE

- (i) Cover all haul vehicles; and
- (j) Clean streets with water flushing, unless prohibited by the Regional Water Quality Control Board.

January 1999

Source: (5) Disturbed Surface Areas/Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- | | |
|----------------------------|---|
| (V) Chemical stabilization | <ul style="list-style-type: none"> (1) Most effective when used on areas where active operations have ceased. (2) Vendors can supply information on method for application and required concentrations. |
| (X) Watering | <ul style="list-style-type: none"> (1) Requires frequent applications unless a surface crust can be developed. |
| (Y) Wind fencing | <ul style="list-style-type: none"> (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. |
| (Z) Vegetation | <ul style="list-style-type: none"> (1) Establish as quickly as possible when active operations have ceased. (2) Use of drought tolerant, native vegetation is encouraged. |

HIGH WIND MEASURES

- (k) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (l) Apply water to all disturbed surface areas 3 times per day.

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

Rule 403, paragraph (d)(2) requires active operations [defined in Rule 403, paragraph (c)(1)] within the South Coast Air Basin (see Figure 2-1) to implement at least one best available control measure for each fugitive dust source type on site. Additionally, as specified by subparagraph (f)(3)(D) of Rule 403, any person seeking approval of fugitive dust emissions control plan for projects within the South Coast Air Basin must demonstrate to the satisfaction of the AQMD that the given activity is employing all best available fugitive dust control measures.

The AQMD has prepared the attached listing of best available fugitive dust control measures for a variety of source categories. This list is based on the U.S. Environmental Protection Agency's reference document entitled, "Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures," Office of Air and Radiation, September 1992.

The AQMD encourages the use of those dust control measures that minimize the use of potable water. When water is needed, reclaimed water should be utilized to the greatest extent feasible.

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|---|
| (A) Watering (pre-grading) | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| (A-1) Watering (post-grading) | (2) Pre-application of water to depths of proposed cuts. |
| (A-2) Pre-grading planning | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin. |
| (B) Chemical stabilizers | (1) Grade each phase separately, timed to coincide with construction phase; or |
| (C) Wind fencing | (2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phased ends. |
| (D) Cover haul vehicles | (1) Only effective in areas which are not subject to daily disturbances. |
| (E) Bedliners in haul vehicles | (2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B). |
| | (1) Entire surface area of hauled earth should be covered once vehicle is full. |
| | (1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

- (a) Cease all active operations; or
- (b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

- | | |
|----------------------------|---|
| (F) Paving | (1) Requires street sweeping/cleaning if subject to material accumulation. |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering | (1) In sufficient quantities to keep surface moist.
(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use. |
| (I) Reduce speed limits | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line. |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent. |
| (K) Gravel | (1) Gravel maintained to a depth of four inches can be an effective measure.
(2) Should only be used in areas where paving , chemical stabilization or frequent watering is not feasible. |

HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once each hour; or
- (c) Stop all vehicular traffic.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- | | |
|--|--|
| (L) Wind sheltering | (1) Enclose in silos.
(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity. |
| (M) Watering | (1) Application methods include: spray bars, hoses and water trucks.
(2) Frequency of application will vary on site-specific conditions. |
| (N) Chemical stabilizers | (1) Best for use on storage piles subject to infrequent disturbances. |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
Must be used in conjunction with either measure (L), (M), (N), or (P). |
| (P) Coverings | (1) Tarps, plastic, or other material can be used as a temporary covering.
(2) When used, these should be anchored to prevent wind from removing coverings. |

HIGH WIND MEASURE

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
- (b) Apply water once per hour; or
- (c) Install temporary covers.

RULE 403 IMPLEMENTATION HANDBOOK

Source: (4) Paved Road Track-Out

CONTROL MEASURES**DESCRIPTION**

Compliance with District Rule 403.

Paragraph (d)(5).

January 1999

RULE 403 IMPLEMENTATION HANDBOOK

Source: (5) Disturbed Surface Areas/Inactive Construction Sites**CONTROL MEASURES****DESCRIPTION**

- | | |
|----------------------------|---|
| (Q) Chemical stabilization | (1) Most effective when used on areas where active operations have ceased. |
| | (2) Vendors can supply information on method for application and required concentrations. |
| (R) Watering | (1) Requires frequent applications unless a surface crust can be developed. |
| (S) Wind fencing | (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T). |
| (T) Vegetation | (1) Establish as quickly as possible when active operations have ceased.* |

HIGH WIND MEASURES

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

* Use of drought tolerant, native vegetation is encouraged.

TABLE 1

BEST [REASONABLY]* AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL MEASURES</u>
Earth-moving	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
Disturbed surface areas	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
Unpaved roads	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice [once] per hour during active operation; OR (3C) Stop all vehicular traffic.
Open storage piles	(1D) Apply water twice per hour; OR (2D) Install temporary coverings.
Paved road track-out	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
All Categories	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2

DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving (except construction cutting and filling areas, and mining operations)	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
Earth-moving: Construction fill areas:	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving: Construction cut areas and mining operations:	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (3c) Establish a vegetative ground cover within, 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Unpaved Roads	<p>(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR</p> <p>(4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR</p> <p>(4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.</p>
Open storage piles	<p>(5a) Apply chemical stabilizers; OR</p> <p>(5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR</p> <p>(5c) Install temporary coverings; OR</p> <p>(5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.</p>
<u>All Categories</u>	<p>(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

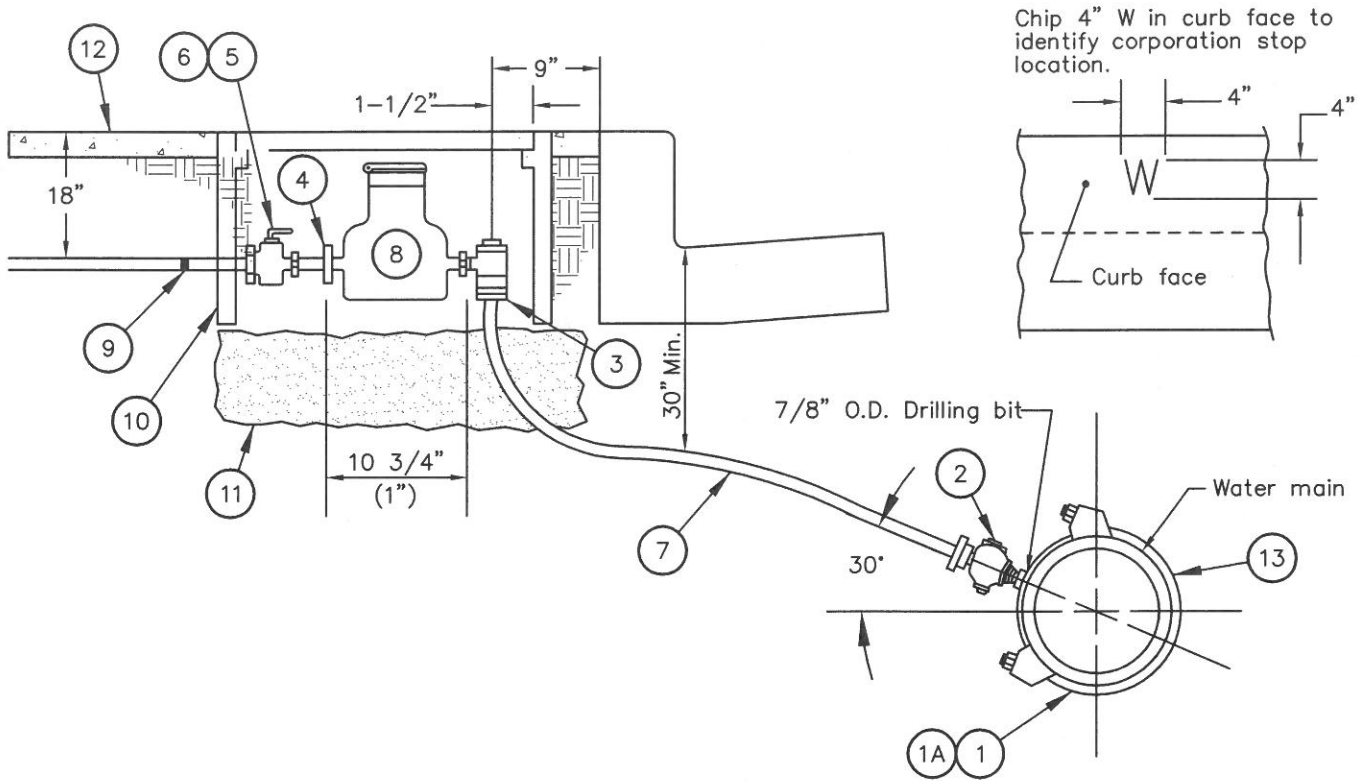
TABLE 3
TRACK-OUT CONTROL OPTIONS
PARAGRAPH (d)(5)(B)

CONTROL OPTIONS

(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device.
(3)	Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

Appendix B

Reference Drawings



List of Materials

Item	Description	Ford	Jones	A.Y. McDonald	Mueller
1	1" Bronze double strap service saddle, F-IPT	202B	J-979	3826	BR2B Series
1A	1" Bronze double strap service saddle, F-IPT (for PVC/HDPE)	S902	J-969	3856	BR2S Series
2	1" Corporation stop, M-IPT	FB1100-4-Q	J-1935	4704BT	B-25028
3	1" Angle meter valve, <u>less stop</u>	BA43-444WR-Q	J-1963W	4612BT	B-24258-3-1
4	Brass Meter Coupling	C38-44-1-5-NC			H-10896N
5	1" Customer ball valve (full bore) <u>less stop</u>	B13-444WR	J-1908W	6111MW	B-24351-3-1
6	Valve handle 3 1/4" brass	HB-34S		6120B 5/8"	B-20298-99000
7	1" Copper tubing (Type K, soft drawn, one piece with no splices)				
8	Meter (cubic feet register)-To be provided by City (See Section 4-12)				
9	1" x 12"L Brass nipple, IPT				
10	1" Meter box assembly (See Note 3 Sheet 2 and Section 4-10.06)				
11	1/2" crushed rock, 8" minimum base				
12	Remove and construct sidewalk (from joint to joint) per Greenbook Standards				
13	Tapping Sleeve is allowed (no size on size) when in conformance with Section 4-06.01				


REVISED DATE _____ _____ _____ _____	CITY OF NORCO PUBLIC WORKS DEPARTMENT – WATER UTILITY		DRAWN <u>SJN</u> DATE <u>12-6-16</u>
	1" WATER SERVICE INSTALLATION		STD. NO. 410 1 of 2
	APPROVED <u>[Signature]</u> DATE <u>12/6/16</u>		
	DIRECTOR OF PUBLIC WORKS		

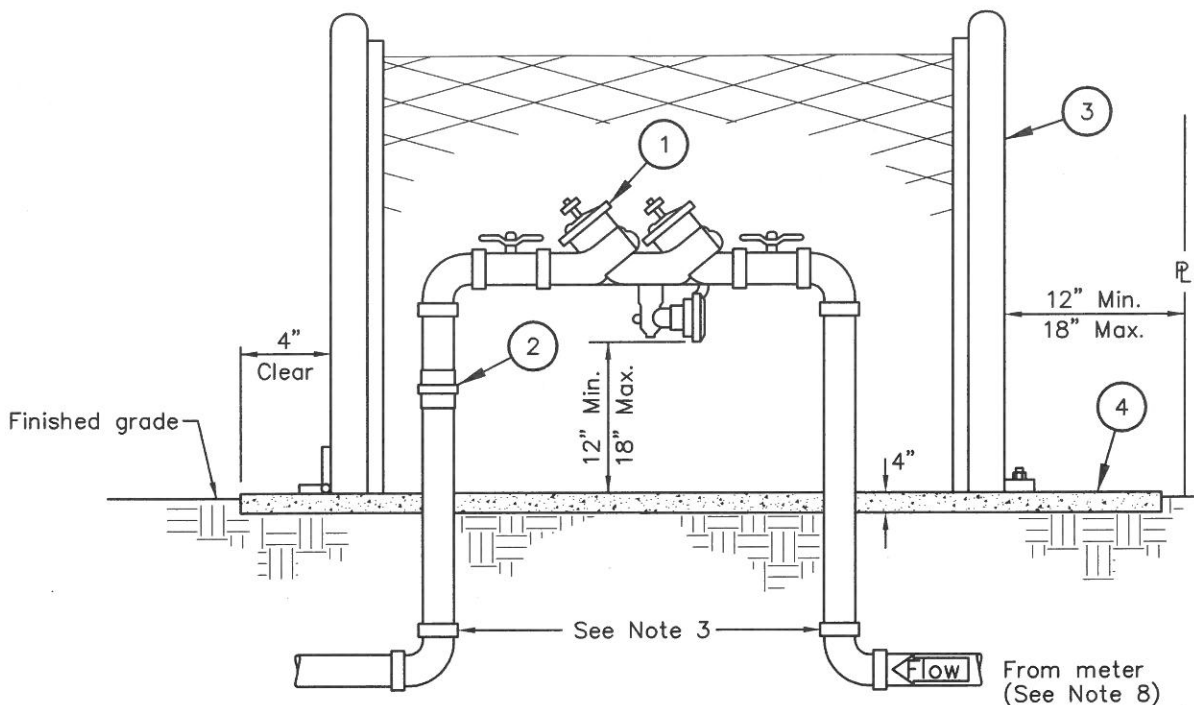
Notes:

1. The water service shall extend perpendicular to street center line except in cul-de-sacs, and the tap shall be at least 24" from any adjacent joint or service.
2. Meter register to be set for curbside reading.
3. Meter box requirements:
 - A. Meter boxes and vaults shall be constructed of straight wall polymer concrete. Where required, meter boxes shall have traffic loaded rating covers. All covers that are exposed to foot traffic shall have a slip resistance surface that meets the American with Disabilities Act's slip resistance requirements. Contractor is responsible for selecting a meter box or vault that is sized appropriately to accommodate all required water materials specified in Standard Drawings. The meter lid must include a properly sized cut-out to fit a Sensus Model 520M radio transceiver. Contractor is required to submit said meter box or vault to the City for review and approval prior to installation.

Approved Manufacturer
Armorcast Products Company

 - B. Meter box cover to be flush with finished grade when in concrete, and 1/2" above grade in landscaped areas.
 - C. Meter boxes shall be a minimum 6" clear from adjacent meter boxes and 5 to 7' clear from top of "X" of driveway approaches and sidewalk access ramps.
 - D. Traffic rated cover to be used behind rolled curb or under traffic loading.
4. For domestic/fire combination service installations, see Standard Drawing 411.

REVISED DATE _____ _____ _____ _____ _____	CITY OF NORCO PUBLIC WORKS DEPARTMENT – WATER UTILITY	DRAWN <u>SJN</u> DATE <u>12-6-16</u>
	1" WATER SERVICE INSTALLATION (DOMESTIC OR DOMESTIC/FIRE COMBINATION SERVICE)	STD. NO. 410 2 of 2
	APPROVED <u></u> DATE <u>12/6/16</u> DIRECTOR OF PUBLIC WORKS	



List of Materials

Item	Description
1	Reduced pressure backflow prevention assembly, U.S.C. approved type.
2	Brass union required if threaded fittings (elbows) are used.
3	Backflow prevention assembly enclosure per manufacturer's recommendations (see Notes 1 and 2). Must be hinged, lockable, rounded tubular shape.
4	Concrete pad, Class 520-C-2500, must be constructed to ensure 4" clearance around the backflow enclosure.

Notes:

- See Section 3 of these Specifications for approved backflow assemblies, backflow enclosures, testing requirements, placement of backflow assemblies and other requirements.
- Proposed location of the backflow device, protective enclosure and all parts must be approved by the Engineer prior to installation. Failure to comply may result in project delays to correct all unaccepted/unapproved work.
- All fittings and pipe shall be brass or copper with either IPT or soldered connections, respectively.
- A wye strainer or hose bibb is not allowed to be installed on backflow assembly piping.
- A pressure reducer, if required, is only permitted at the building and not on the backflow assembly.
- There shall be no connections between the meter and the backflow assembly.
- Final placement of the backflow prevention enclosure must be at least 12" behind the public right-of-way.
- If a new meter is installed, pipe shall be copper from meter to backflow. If there is existing piping to the meter, it may remain per plumbing code.

REVISED DATE _____ _____ _____ _____	CITY OF NORCO PUBLIC WORKS DEPARTMENT – WATER UTILITY		DRAWN <u>SJN</u> DATE <u>12-6-16</u>
	3/4" THROUGH 2" REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY		STD. NO. 450
	APPROVED <u>[Signature]</u> DATE <u>12/6/16</u>		
	DIRECTOR OF PUBLIC WORKS		

Appendix C

Habitat Mitigation And Monitoring Plan (HMMP)

HABITAT MITIGATION AND MONITORING PLAN FOR THE HAMNER AVENUE BRIDGE REPLACEMENT PROJECT RIVERSIDE COUNTY, CALIFORNIA

*California Department of Fish and Wildlife
Streambed Alteration Agreement No.: 1600-2019-0059-R6*

*Santa Ana Regional Water Quality Control Board
WDID No.: 332019-07*

*U.S. Army Corps of Engineers
File No.: SPL-2017-00670*

PREPARED FOR:

Riverside County Transportation Department
3525 14th Street
Riverside, CA 92502
Contact: Jan Bulinski
951.955.6859

PREPARED BY:

ICF
49 Discovery, Suite 250
Irvine, CA 92618
Contact: Greg Hoisington
949.333.6622

June 2020



ICF. 2020. Habitat Mitigation and Monitoring Plan for the Hamner Avenue Bridge Replacement Project, Riverside County, California. June. (ICF 00384.17) Irvine, CA. Prepared for Riverside County Transportation Department.

Plan Distribution

California Department of Fish and Wildlife
Inland Deserts Region
Attn: Eric Chan
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764

Regional Water Quality Control Board
Santa Ana Region
Attn: Jason Bill
3737 Main Street, Suite 500
Riverside, CA 92501

U.S. Army Corps of Engineers
Los Angeles District, South Coast Branch
Attn: James Mace
1451 Research Park Drive, Suite 100
Riverside, CA 92507-2154

Contents

List of Tables and Figures	iv
List of Acronyms and Abbreviations	v
Chapter 1 Overview	1-1
1.1 Introduction	1-1
1.2 Project Location	1-1
1.3 Project Description	1-1
1.3.1 Project Construction Activities	1-2
Chapter 2 Project Impacts	2-1
2.1 USACE, RWQCB, and CDFW Jurisdictional Resources.....	2-1
2.2 Impacts to MSHCP PQP and Core Area A, and RCRCDC Conservation Lands	2-2
Chapter 3 Mitigation Requirements, Goals and Objectives, and Project Roles	3-1
3.1 Regulatory Requirements and Compliance	3-1
3.2 Mitigation Goals and Objectives.....	3-2
3.2.1 Restore Santa Ana Floodplain to Pre-existing Elevations and Contours	3-2
3.2.2 Restore Existing Riparian and Wetland Habitat.....	3-2
3.2.3 Enhance Floodplain Through Non-native/Invasive Plant Removal and Control.....	3-2
3.2.4 Enhance Water Quality Through the Creation of Two Vegetated Swales.....	3-3
3.2.5 Provide access to the Planned Regional Santa Ana River Trail	3-3
3.3 Responsible Parties and Roles	3-3
Chapter 4 Baseline Conditions.....	4-1
4.1 Site Description	4-1
4.1.1 Adjacent RCRCDC Conservation Lands	4-1
4.2 Climate	4-2
4.3 Existing Hydrologic Conditions	4-2
4.4 Topography	4-2
4.5 Soils	4-2
4.6 Jurisdictional Features	4-3
4.6.1 Feature 1 (Santa Ana River)	4-3
4.6.2 Feature 2	4-4
4.6.3 Feature 3	4-4
4.6.4 Feature 4	4-4
4.7 Vegetation Communities	4-4
4.7.1 Annual Brome Grasslands	4-5
4.7.2 California Bulrush Marsh	4-5

4.7.3	Eucalyptus Groves.....	4-6
4.7.4	Fremont Cottonwood Forest/Black Willow Thickets.....	4-6
4.7.5	Mulefat Thickets	4-6
4.7.6	Open Water	4-6
4.7.7	Ruderal.....	4-6
4.7.8	Developed.....	4-7
4.8	Common Plant and Wildlife Species	4-7
4.9	Special-Status Species.....	4-7
4.10	Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP) Resources	4-8
Chapter 5 Site Selection and Mitigation Design		5-1
5.1	Onsite Mitigation Site Selection	5-1
5.2	Offsite Mitigation Site Selection	5-1
5.3	Mitigation Design.....	5-1
5.4	Rationale for Expecting Implementation Success.....	5-2
Chapter 6 Implementation Plan.....		6-1
6.1	Final Landscape/Mitigation Construction Plans	6-1
6.2	Locate Suitable Pole Cutting Collection Sites and Coordinate with Plant Nursery	6-1
6.3	Access Points, Staging Areas and Water Pollution Control Plan	6-2
6.4	Contractor Education	6-2
6.5	Invasive/Non-native Removal.....	6-3
6.5.1	Giant Reed	6-3
6.6	Grading to Pre-construction Elevations and Contours	6-3
6.7	Install Temporary Irrigation System and Temporary Water Tanks for Irrigation	6-4
6.8	Planting and Seeding	6-4
6.8.1	Slope and Upland Transitional Revegetation Zone.....	6-5
6.8.2	Detention Basin Revegetation Zone	6-6
6.8.3	Floodplain Revegetation Zone	6-7
6.9	Pole Cutting Specifications and Installation	6-8
6.10	Container Plant Installation	6-9
6.11	Seeding Methodologies	6-10
6.11.1	Hand Seeding.....	6-10
6.11.2	Hydroseeding	6-10
6.11.3	Planting and Seeding Timing	6-10
6.12	Erosion Control	6-11

6.13	Install Temporary Fencing and Signage	6-11
Chapter 7 Site Maintenance		7-1
7.1	Maintenance Duration	7-1
7.2	Plant Establishment Period	7-1
7.3	Five-Year Maintenance Period.....	7-3
7.3.1	Irrigation	7-3
7.3.2	Weed Control.....	7-3
7.3.3	Supplemental Planting.....	7-4
7.3.4	Clearing and Trash Removal	7-4
7.3.5	Fence Inspection and Repair.....	7-4
7.3.6	Schedule of Maintenance	7-4
Chapter 8 Site Monitoring & Project Sign Off.....		8-1
8.1	Implementation and PEP Monitoring	8-1
8.2	Performance Standards	8-1
8.3	Qualitative Monitoring	8-4
8.3.1	Qualitative Monitoring Reporting.....	8-5
8.4	Quantitative Monitoring	8-5
8.4.1	Quantitative Monitoring	8-5
8.4.2	Sampling Design and Statistical Rigor	8-6
8.5	Annual Monitoring Reports	8-7
8.6	Adaptive Management Plan	8-7
8.7	Project Sign Off	8-8
Chapter 9 References		9-1

Appendices

Appendix A. Figures

List of Tables

	Page
Table 2-1	Impacts on USACE and RWQCB Jurisdictional Resources..... 2-1
Table 2-2	Impacts on CDFW Jurisdiction 2-2
Table 2-3	Project Impacts on Vegetation and Land Cover Types 2-2
Table 4-1	Summary of USACE/RWQCB waters of the U.S. and CDFW Streambed and Associated Riparian Vegetation 4-3
Table 4-2	Vegetation Types Mapped in the Biological Study Area 4-5
Table 6-1	Mitigation Implementation Schedule 6-1
Table 6-2	Proposed Plant Palette for Slopes and Upland Revegetation Zone 6-5
Table 6-3	Proposed Plant Palette for Detention Basin Revegetation Zone..... 6-6
Table 6-4	Proposed Plant Palette for Floodplain Revegetation Zone..... 6-7
Table 7-1	Nonnative Invasive Species Occurring in the Restoration Site 7-2
Table 8-1	Performance Standards for the Hamner Restoration Element 8-3

Appendix A. Figures

Figure 1	Regional - Vicinity
Figure 2	Project Location – USGS Topographic Map
Figure 3	Project Build Plan
Figure 4	USACE/RWQCB Jurisdictional Impacts
Figure 5	CDFW Jurisdictional Impacts
Figure 6	Vegetation Impacts
Figure 7	Restoration Design

List of Acronyms and Abbreviations

amsl	above mean sea level
CDFW	California Department of Fish and Wildlife
HMMP	Habitat Mitigation and Monitoring Plan
I-	Interstate
OHWL	Ordinary High Water Mark
Project	Hamner Avenue Bridge Replacement Project
RCA	Regional Conservation Authority
RCRCD	Riverside-Corona Resources Conservation District
RCTD	Riverside County Transportation Department
RWQCB	Regional Water Quality Control Board
SR	State Route
SRMA	Southwest Resource Management Association
USACE	U.S. Army Corps of Engineers

1.1 Introduction

This document provides guidance for on-site restoration of temporary impacts on aquatic (jurisdictional non-wetland waters of the U.S. and streambeds), riparian, and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) resource areas associated with the Riverside County Transportation District (RCTD) Hamner Avenue Bridge Replacement Project (Project). Permanent impacts on said resources will be mitigated off-site at the Southwest Resource Management Association (SRMA) In-Lieu Fee Program (ILFP); those activities are not detailed in this plan. This mitigation plan is designed to provide guidance to restore areas where unavoidable temporary impacts will occur.

1.2 Project Location

The Project is in the city of Norco, Riverside County, California (Figure 1, Appendix A). The project area occurs along Hamner Avenue from Detroit Street north to Citrus Street, crosses the Santa Ana River, and covers a distance of approximately 0.7 mile. The project is situated within Township 2S, Ranges 6W and 7W, Sections 31 and 36 and Township 3S, Ranges 6W and 7W, Sections 1 and 6 of the Corona North United States Geological Survey (USGS) 7.5-Minute topographic quadrangle (USGS 1967; Figure 2, Appendix A).

1.3 Project Description

The proposed project would replace the existing Hamner Avenue Bridge with a new bridge (Figure 3 Appendix A). The new bridge would be 101 feet wide, 1,200 feet long, and 32–40 feet high. It would include three, 12-foot lanes and a 4-foot shoulder in each direction (northbound and southbound) that would be separated by a 4-foot curbed median. A 12-foot, barrier-separated, multipurpose trail would be on the east side of the bridge. Improvements to a 101-foot wide by 1,221-foot long roadway section north of the new bridge and a 101-foot wide by 1,037-foot long roadway section south of the new bridge would be made to Hamner Avenue as well. This would include three, 12-foot lanes and a 4-foot shoulder in each direction, along with a 6-foot sidewalk on the east side of the roadway. Turning lanes and lane transitions are also included as part of the project. A trail ramp would be constructed at the northeast and southeast ends of the bridge that would connect the planned Regional Santa Ana River Trail to the barrier-separated multipurpose trail on the new Hamner Avenue Bridge. The proposed project would also include relocating utilities, either into or outside the new bridge, as needed; constructing retaining walls; installing signage; placing riprap scour protection around the north abutment of the new bridge and clearing two potential staging areas.

The following would also be part of the proposed project:

- Best management practices (BMPs) for water quality treatment would be provided as part of the proposed project, where feasible.

- Two vegetated swales designed to treat road run-off will be constructed east of Hamner Avenue, one north of and one south of the Santa Ana River. They will be maintained by the City of Norco.
- Retaining walls would be constructed along the west side of Hamner Avenue, north and south of the Santa Ana River, to avoid permanent right-of-way takes and utility impacts as well as to accommodate construction staging. The retaining wall will impact a portion of the existing detention basin on the west side of Hamner Avenue, north of the Santa Ana River.
- Rock slope protection (RSP) would be placed around the north abutment of the new bridge, including in the detention basin on the west side of Hamner Avenue, along the front of the abutment, and along the road shoulder on the east side of Hamner Avenue. The RSP would be partially below grade.

1.3.1 Project Construction Activities

Replacement of the existing Hamner Avenue Bridge will require clearing and grubbing of vegetation, grading and cutting of the existing grade, and the use of earth moving and heavy equipment, typically including backhoes, dozers, graders, compaction machines, cranes, cement mixers trucks, pavers, and water trucks.

Construction of the new Hamner Avenue Bridge crossing over the Santa Ana River involves building two abutments and six bents, with each bent consisting of three, 7-foot diameter columns supported on single 8-foot diameter piles (Figure 3, Appendix A). One abutment and two bents would be built on the south side of the river and four bents and one abutment would be built on the north side of the river. Four of these bents would be located within the Santa Ana River floodplain (two on each side of the active channel). In addition, current site conditions result in varying column heights within and among some of the bents. This creates unbalanced stiffness among substructure elements, causing seismic behavior problems. As such, grading and cutting of the existing grade will be done between some of the bents on the northern portion of the bridge outside of the Santa Ana River floodplain to balance the effective height of the adjacent columns and avoid the need for costlier measures, such as using isolation casings, to lengthen the columns and balance their stiffness. Although this area is outside of the floodplain, riparian habitat is present and would be affected.

Bridge construction will be done in two stages to maintain the flow of traffic at all times. Bridge construction will require a temporary construction access path across the Santa Ana River, to provide a platform for the movement of construction equipment across the river and to place the falsework framing on. The access path would span the river from bank to bank and it is anticipated that temporary piles will need to be installed within the active channel for the support of falsework framing. In order to create the construction access area across the river, a flow diversion would be placed in the temporary limit of disturbance in the river funneling flow from upstream of the bridge through an estimated four temporary pipe culverts (likely 6-8 feet in diameter) to be placed under the existing and new bridge with flow being discharged approximately 100 feet downstream of the existing bridge crossing (i.e., the downstream temporary limit of disturbance). RSP would be placed on the upstream and downstream work area limits to prevent backflow. The entire area between the RSP barriers up- and downstream of the bridge that would then be free of flow would be temporarily filled with earth on top of a geotextile filter fabric. This area would provide for the construction access path and falsework needed to construct the bridge. Upon completion of the bridge construction, the earthen fill, geotextile filter fabric, temporary pipe culverts, and diversions would be removed from the river. The temporary impact area would be returned to pre-project contours and the natural flow

of the river will be reestablished. All access roads will be removed and temporary impact areas will be revegetated. In addition, retaining walls will be constructed along the west side of Hamner Avenue, north and south of the Santa Ana River, to avoid permanent right-of-way takes and utility impacts as well as to accommodate construction staging. The retaining wall will impact a portion of the existing detention basins on the west side of Hamner Avenue, north of the Santa Ana River.

Construction is scheduled to begin in 2020 with an anticipated duration of 34 months. Given the fast pace of the project construction schedule due to funding limitations, some nighttime work is expected to occur.

Chapter 2 Project Impacts

As a result of the Project detailed in Chapter 1, impacts on jurisdictional resource areas would consist of grading, removing existing vegetation, constructing a temporary access path across the Santa Ana River, and placing exclusion fencing along the outer limits of the affected drainages. Geotechnical boring activities (addressed under separate permit authorizations) associated with the bridge construction already occurred in the bridge footprint. The mitigation required as part of the geotechnical activities has been incorporated as part of the bridge permits and is, therefore, also covered in this HMMP. The following sections summarize the Project impacts according to jurisdictional resource areas, specifically USACE and RWQCB, CDFW, MSHCP PQP and Core Area A, and RCRC conservation lands.

2.1 USACE, RWQCB, and CDFW Jurisdictional Resources

Based on the project design plans (dated August 10, 2018) provided by RCTD overlaid on the results of the jurisdictional delineation performed by ICF (ICF 2017), implementation of the Project would result in permanent and temporary impacts on USACE and RWQCB wetland and non-wetland waters of the U.S. and CDFW streambed and associated riparian habitat, specifically, Feature 1 (Santa Ana River) and Feature 4 (Earthen Flood Control Channel). Figure 4 (Appendix A) depicts the impacts to USACE and RWQCB jurisdictional features and Table 2-1 provides a breakdown of USACE and RWQCB temporary and permanent impacts for each jurisdictional feature to be impacted.

Figure 5 (Appendix A) depicts the impacts on CDFW streambed and associated riparian habitat and Table 2-2 provides a breakdown of CDFW temporary and permanent impacts for each feature to be impacted.

Table 2-1. Impacts on USACE and RWQCB Jurisdictional Resources

Feature ³	USACE Impacts (acres) ¹				RWQCB Impacts (acres) ²			
	Permanent		Temporary		Permanent		Temporary	
	Non-wetland Waters of the U.S.	Wetland Waters of the U.S.	Non-wetland Waters of the U.S.	Wetland Waters of the U.S.	Non-wetland Stream Channel	Wetland	Non-wetland Stream Channel	Wetland
Feature 1: Santa Ana River	0.01	0.00	2.55	0.00	0.01	0.00	2.30	0.25
Feature 4: Earthen Flood Control Channel	0.02	0.00	0.78	0.00	0.02	0.00	0.54	0.24
Total	0.03	0.00	3.33	0.00	0.03	0.00	2.84	0.49

¹Pursuant to Section 404 Authorization (File No.: 2017-00670)

²Pursuant to Section 401 Water Quality Certification (WDID No: 332019-07)

³No impacts to Features 2 and 3.

Table 2-2. Impacts on CDFW Jurisdiction¹

Feature ²	Permanent Impacts (acres)		Temporary Impacts (acres)		Permanent Indirect Shading Impacts (acres)
	Streambed	Riparian	Streambed	Riparian	
Feature 1: Santa Ana River	0.00	0.27	0.19	4.17	0.65
Feature 4: Earthen Flood Control Channel	0.09	0.00	0.84	0.41	
Sub-Total	0.09	0.27	1.03	4.58	0.65
Total	0.36		5.61		0.65

¹Pursuant to CDFW Section 1602 Streambed Alteration Agreement (SAA No: 1600-2019-0059-R6)²No impacts to Features 2 and 3.

2.2 Impacts to MSHCP PQP and Core Area A, and RCRCDC Conservation Lands

The Project will permanently impact 7.14 acres and will temporarily impact 13.02 acres of vegetation and other lands cover types, including MSHCP resources. Native riparian and aquatic habitats meet the definition of MSHCP riparian/riverine areas. MSHCP PQP and Core Area A lands consist of a variety of upland habitats. Table 2-3 provides a summary of the permanent and temporary impacts on vegetation and land cover type for the Project and includes a breakdown of MSHCP riparian/riverine areas, MSHCP PQP lands, MSHCP Core Area A lands, and RCRCDC conservation lands. These impacts are depicted in Figure 6 (Appendix A).

Table 2-3. Project Impacts on Vegetation and Land Cover Types

	Permanent Impact (acre)	Permanent Indirect Shading Impact (acre)	Temporary Impact (acre)
Native Vegetation Communities and Aquatic Habitat / MSHCP Riparian and Riverine Areas			
Fremont Cottonwood Forest/Black Willow Thickets ¹	0.25	0.65	3.96
California Bulrush Marsh	0.00	0.00	0.31
Mule Fat Thickets	<0.01	0.00	0.06
Open Water	0.00	0.00	0.45
Earthen Unvegetated Detention Basin	0.10	0.00	0.84
Subtotal	0.36	0.65	5.62²
MSHCP PQP Lands Vegetation and Land Cover Types			
Eucalyptus Groves	0.50	0.00	0.61
Ruderal	1.98	0.00	5.71
Annual Brome Grasslands	0.17	0.00	0.09
Developed	4.49	0.00	6.61
Subtotal	7.14	0.00	13.02

	Permanent Impact (acre)	Permanent Indirect Shading Impact (acre)	Temporary Impact (acre)
MSHCP Core Area A Vegetation and Land Cover Types not Associated with PQP Lands			
Eucalyptus Groves	0.50	0.00	0.61
Ruderal	1.98	0.00	5.71
Annual Brome Grasslands	0.17	0.00	0.09
Developed	4.49	0.00	6.61
Subtotal	7.14	0.00	13.02
RCRCD Conservation Lands³			
Fremont Cottonwood Forest/Black Willow Thickets	0.25	0.00	3.96
Eucalyptus Groves	0.50	0.00	0.61
Annual Brome Grasslands	0.17	0.00	0.09
Total²	7.14	0.00	13.02

¹ An additional 0.65 acre of permanent indirect impacts to Fremont Cottonwood Forest/Black Willow Thickets will occur due to shading associated with the additional bridge width.

² There is 0.01 acre (unrounded=0.005884 acre) difference between the MSHCP Riparian/Riverine and CDFW temporary impacts, specifically Fremont Cottonwood Forest/Black Willow Thickets (Table 2-3) that does *not* overlap with the CDFW 1600 jurisdictional impacts (Table 2-2). Therefore, the MSHCP temporary impacts are rounded to 5.62 acres and the CDFW 1600 impacts are 5.61 acres.

³ Temporary impacts to 1.05 acre of RCRCD conservation lands overlap with MSHCP riparian/riverine and Core Area A lands.

Chapter 3

Mitigation Requirements, Goals and Objectives, and Project Roles

3.1 Regulatory Requirements and Compliance

This HMMP has been prepared in accordance with the guidelines recommended in the Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for South Pacific Division U.S. Army Corps of Engineers (USACE 2015) and addresses aquatic resource impacts regulated by USACE, RWQCB, and CDFW. Once approved, this Plan will meet the conditions of the RWQCB Section 401 Water Quality Certification and CDFW 1602 Streambed Alteration Agreement.

This mitigation plan will address the onsite temporary impact mitigation stipulated in the regulatory permits. Acreage totals listed in this section are identified as they are in their respective permits. Those requirements are summarized below per regulating authority. The acreages noted below are not additive as the USACE and RWQCB overlap with the CDFW jurisdiction and some MSHCP riparian/riverine areas overlap with USACE, RWQCB, and CDFW jurisdictional areas.

USACE 404 Nationwide Permit Authorization (File Number: 2017-00670)

- Mitigation not specified for temporary impacts to waters of the U.S.

Santa Ana RWQCB 401 Water Quality Certification (WDID Number: 332019-07)

- Restore all areas of temporary impacts to waters of the State
 - Rehabilitation of 0.49 acre of wetland
 - Rehabilitate 2.84 acres of stream channel

CDFW 1602 Streambed Alteration Agreement (SAA No.: 1600-2019-0059-R6)

- Restore 5.39 acres of temporarily impacted areas immediately following completion of project activities.
 - Note this acreage differs from the CDFW 1600 acreage identified in Table 2-2 due to 0.23 acre of temporary impacts that occurred for geotechnical boring work (covered under CDFW SAA #1600-2018-0034-R6) that was subtracted from the temporary impacts for the bridge replacement Project (CDFW 2018).

Western Riverside County MSHCP Consistency and Determination of Biologically Equivalent or Superior Preservation

- Compensation for impacts on riparian habitats will occur at a minimum 1.25:1 ratio for temporary impacts. The 1.25:1 mitigation ratio for temporary impacts is intended to address temporal loss of habitat and consists of a 1:1 ratio of in-kind, onsite restoration in addition to a 0.25:1 ratio of offsite mitigation. Onsite restoration will occur upon completion of construction and consist of returning affected areas to original contour grades, decompacting the soil, and revegetation with hydroseeding and/or container plantings to match existing riparian habitats. No planting will occur

after the first year of restoration if flooding results in a 30 percent or more loss of cover within temporarily affected areas. Weeding will occur for five years following restoration.

3.2 Mitigation Goals and Objectives

The overall goal of this plan is to restore project-induced temporary impacts to pre-existing or better conditions. The primary goal for the restoration itself is to create an ecologically functional, self-sustaining riparian floodplain and adjacent upland habitat that is resilient to a range of natural disturbances (drought, flood, etc.). The following are the specific goals of the restoration project.

- Restore Santa Ana floodplain to pre-project elevations upon removal of temporary diversion.
- Restore wetland and riparian habitat impacted by the project.
- Enhance floodplain habitat on the site by removing non-native/invasive species including giant reed (*Arundo donax*) and maintaining habitat through the 5-year maintenance and monitoring period.
- Enhance water quality through the creation of two vegetated swales designed to treat road runoff.
- Provide access to the planned Regional Santa Ana River Trail via trail ramps constructed at the northeast and southeast ends of the bridge.

3.2.1 Restore Santa Ana Floodplain to Pre-existing Elevations and Contours

Areas of temporary impact will be restored to pre-project grades and contours to the extent feasible by the construction contractor with supervision from the project Biologist. The grades and contours are understood to be highly dynamic within the floodplain, so final grades shall be suitable for supporting wetland and riparian habitat. The regrading will entail areas with suitable contours with elevations that are sufficiently low enough to support emergent wetland vegetation during the growing season, as directed by the project Biologist. The remainder of the floodplain area will be graded to suitable elevations that allow for the establishment of pole cuttings or container plantings.

3.2.2 Restore Existing Riparian and Wetland Habitat

Areas of temporary impact to 0.49-acre of wetland habitat and 2.84-acre of floodplain supporting native riparian habitat will be restored. Native habitats to be restored include California Bulrush Marsh, Fremont Cottonwood Forest/Black Willow Thickets, and Mule Fat Thickets. The restoration areas would be revegetated using a variety of planting techniques including seeding, select container planting, and large tree poles.

3.2.3 Enhance Floodplain Through Non-native/Invasive Plant Removal and Control

Areas of temporary impact will be enhanced through the removal of all non-native/invasive plant species prior to the installation of the mitigation. The initial non-native/invasive removal effort may require a substantial effort to remove giant reed throughout the site. Regularly scheduled

maintenance consisting of non-native removal/herbicide treatment will be conducted throughout the 5-year maintenance period to ensure that non-native/invasive plants do not re-establish in the mitigation site.

3.2.4 Enhance Water Quality Through the Creation of Two Vegetated Swales

Nuisance flows generated from road run-off associated with the Hamner Avenue Bridge will be enhanced through the creation of two vegetated swales designed to treat road-runoff before it reaches the Santa Ana River.

3.2.5 Provide access to the Planned Regional Santa Ana River Trail

The Project will provide access from Hamner Avenue to the planned Regional Santa Ana River Trail. Two access trails are proposed on the east side of the bridge accessing the north side of the river and the south side of the river.

3.3 Responsible Parties and Roles

RCTD is responsible for installation, maintenance, and monitoring the mitigation areas in accordance with this HMMP to successfully demonstrate compliance with the regulatory permits and approvals for the Project. The roles and responsibilities of RCTD, as well as those of other involved parties, are summarized below. Additional details for each role are discussed throughout the document, where applicable.

Owner/Responsible Party: RCTD will be the party financially responsible for: (1) all negotiations and costs associated with the mitigation implementation, (2) maintenance and monitoring of the mitigation area, and (3) costs associated with the monitoring and management of the mitigation property as defined in this HMMP.

RCTD will be responsible for contracting a qualified habitat restoration ecologist and a licensed landscape contractor(s) for installation, maintenance, and monitoring to carry out the provisions of this HMMP. Either the Project contractor or the maintenance contractor, depending on how the bids are structured, will grade to initial contours and RCTD will select separate a contractor that will perform both the installation and maintenance phases. This contractor will meet the minimum requirements described below. RCTD will establish contractual mechanisms to ensure the completion of installation, maintenance, and monitoring activities detailed in this HMMP. RCTD may, with sole discretion, replace any of these parties.

RCTD or the contracted consultant will comply with the required permits and approvals associated with this HMMP, which include the following:

- USACE Nationwide Permit (NWP) 14 for Linear Transportation Projects Authorization (File Number: 2017-00670)
- Santa Ana RWQCB 401 Water Quality Certification and Order (WDID Number: 332019-07)
- CDFW 1602 Lake and Streambed Alteration Agreement (SAA No.: 1600-2019-0059-R6)

- Western Riverside County MSHCP Consistency and Determination of Biologically Equivalent or Superior Preservation

Restoration Ecologist: The restoration ecologist will be an individual or team of individuals with a degree in botany, ecology, or related field, and a minimum of 10 years of experience in Southern California with successful wetland restoration (preferably riverine). The lead restoration ecologist must have knowledge of the riverine and upland vegetation associations proposed for the restoration effort as well as the nonnative species of concern. The restoration ecologist, in coordination with the contractor(s), will oversee protection of existing biological resources, nonnative plant removal, contour grading, site preparation, planting and seeding, maintenance and monitoring, as well as reporting.

The restoration ecologist will be responsible for the following:

- Supervision of all phases of restoration installation, including contractor education, site protection, site preparation, planting installation, seeding, and final installation inspection and approvals as detailed in this HMMP.
- Halting work by the project construction contractor or installation and maintenance contractor at any point where the provisions of this HMMP are not being adhered to until such times as the inconsistency is resolved with RCTD.

After installation, the restoration ecologist will be responsible for monitoring and making remedial recommendations (regarding weeding, irrigation frequency, erosion control, etc.) for ongoing maintenance activities performed by the installation and maintenance contractor after HMMP installation, as specified herein.

The restoration ecologist will be responsible for carrying out the biological monitoring and reporting program described in this HMMP. The program will include the following tasks: agency notification (as needed), qualitative and quantitative data collection as required to measure success progress, photo documentation, post-installation monitoring reports documenting progress, and a final assessment of success at the end of the 5-year maintenance and monitoring program.

Project Construction Contractor: Prior to completion of construction activities and per RCTD plan requirements, the Project Construction Contractor will be responsible for restoring the site to pre-construction conditions. This will include site protection, grading, contouring, and nonnative vegetation removal to prepare the site for plant installation in accordance with the provisions of this plan and as approved by the restoration ecologist. In addition, the project construction contractor will adhere to any other requirements of the permits to avoid impacts on adjacent resources and water quality. Upon completion of the requirements for site preparation, the responsibilities of the project construction contractor will end once RCTD has approved site conditions.

Installation and Maintenance Contractor: Once site preparation is complete, a separate Installation and Maintenance Contractor will be hired by RCTD for plant installation during the plant establishment period. Following this period, the installation and maintenance contractor will maintain the restoration site for the remaining balance of the 5 years according to the provisions of this HMMP. The installation and maintenance contractor will be responsible for installation of a temporary irrigation system (if needed) for the floodplain and upland transitional habitats in consultation with the restoration ecologist. Currently, this HMMP does not include an automated temporary irrigation system and assumes that irrigation will primarily include supplemental hand watering and/or truck watering. Prior to starting work, the installation and maintenance contractor

will demonstrate past maintenance experience with habitat restoration projects, previous successful experience installing and maintaining at least three native restoration projects, and knowledge of local flora and fauna.

The installation and maintenance contractor will verify in writing to RCTD prior to starting work the following minimal qualifications: a C-27 California Landscape Contractor's license, certification as a California Pest Control Applicator, previous successful experience with at least three prior native habitat restoration project installations of similar size and scope, and knowledge of local flora and fauna.

Signage/Fencing/Trash-During the 5 years of maintenance and monitoring for the restoration project, the installation and maintenance contractor will conduct as needed repairs on all fencing and signage installed as part of the project improvements. The installation and maintenance contractor will replace up to two signs per year over a 5-year period. If excessive vandalism occurs, the installation and maintenance contractor will coordinate with RCTD to support upkeep. The installation and maintenance contractor will maintain the site free of trash and debris throughout the 5 years of maintenance period. At a minimum, trash and human debris will be removed once per year over the 5-year maintenance and monitoring period.

4.1 Site Description

Land use within the project area includes dense residential and commercial development, disturbed open areas, the Santa Ana River, community parks, and public infrastructure. The center of the project crosses over the Santa Ana River and associated floodplain that contains a wide area of open water and supports native willow scrub riparian habitat. The Eastvale Community Park and SilverLakes Sports Complex occur on the north side of the river and residential development occurs on the south side of the river.

The quality of the riparian habitat within the project study area varies from relatively undisturbed to disturbed. Disturbance factors consist of biological disturbances such as high flow events and the presence of invasive vegetation (e.g., giant reed), as well as anthropomorphic disturbances such as hiking trails and homeless encampments. The riparian areas west of Hamner Avenue are generally more intact than those to the east, with areas west of the Hamner Avenue Bridge having only minor human disturbances concentrated immediately adjacent to the bridge. The riparian habitat on the north side of the river is generally undisturbed, except for activity from the homeless population directly under and adjacent to the bridge crossing. However, the floodplain and associated riparian habitat is not as wide on the north side because it has been bermed with a gabion (i.e., rock/boulder wall) close to the water line along its entire length. As a result, the northeastern bank of the river only has two small patches of riparian habitat. North of the Santa Ana River and west of Hamner Avenue are two basins designed to drain runoff. Due to the availability of water, these basins contain significant riparian and wetland resources. An old access road and a few hiking trails are present south of the river and west of Hamner Avenue. Several areas south of the river and east of Hamner Avenue have been used for dumping trash. Giant reed occurs throughout the floodplain on the south and north side of the river.

Baseline information provided here is based on a jurisdictional delineation, vegetation mapping, and biological survey work conducted in 2017. The 2017 survey work limits were based off of the biological study area, which included temporary and permanent impact limits as well as various survey buffers which covered all the areas where onsite mitigation will occur. During 2017 field surveys, the river was relatively shallow, averaging one foot in depth throughout river portions of the project area. Heavy rainfall in the winter of 2018/2019 scoured the low flow and adjacent terraces considerably, removed a small island area in the middle of the river, and caused an approximate doubling in width in areas and an increase in unvegetated sandy areas.

4.1.1 Adjacent RCRCDC Conservation Lands

RCRCDC conservation lands occur along the Santa Ana River 100 feet from the bridge center line on the west side of Hamner Avenue Bridge and continue west 1.5 miles downstream (Figure 4 through 6, Appendix A). The conservation lands are ILFP (In-Lieu Fee Program) mitigation lands owned and managed by RCRCDC. These lands occur within the floodplain of the Santa Ana River and include wetlands and riparian habitat supporting Santa Ana sucker and least Bell's vireo. The lands in part will be used for the restoration of WoUS, including wetland waters, as well as mitigation credits for

Santa Ana sucker and least Bell's vireo. The USACE also has a Temporary Construction Easement on portions of the RCRCDC conservation lands intersecting the project temporary footprint. Approval to enter the easement and build the project has been granted from USACE and Orange County Public Works.

4.2 Climate

The climate for the site is characterized by long dry summers and short wet winters, commonly referred to as a Mediterranean climate. Average daily temperatures in the winter (December through March) are about 56 degrees Fahrenheit (°F), and summer (June through September) are about 77°F, respectively, with the highest average temperature (79°F) occurring in August and the lowest average temperature (55°F) occurring in December (NWS 2019a: Riverside Municipal Airport 1981–2010 climate data). Annual average daily temperatures range from a low of about 52°F to an average high of about 81°F (NWS 2019b: Riverside Municipal Airport 1998–2019 climate data). Average annual precipitation ranges from 1 to 16 inches and the average total annual precipitation recorded from 1998 through 2019 at the Riverside Municipal Airport, located approximately 6 miles east of the site, is 6.74 inches. Most of the precipitation occurs between November and April, and rainless periods are common in the summer.

4.3 Existing Hydrologic Conditions

Streamflow in the Santa Ana River Watershed is highly variable from year to year in response to precipitation patterns, with large floods and long periods of low flow or dry channels. Generally, the largest monthly discharges occur in February and March, and the lowest flows occur in August through October. The Santa Ana River has perennial flows at the project location.

4.4 Topography

Elevations within the project area range between 580 and 680 feet. The topography is relatively flat, with graded developed areas and disturbed open areas surrounding the floodplains of the Santa Ana River. The portion of the Santa Ana River within the general project area is relatively unconfined with an active floodplain and historical floodplain. It has earthen banks and channel bottom with the exception of the northeast quadrant, where rock riprap armoring is present along the bank. Portions of the project area include steep slopes and two relatively shallow detention basins exist in the upland area adjacent to the northern side of the Santa Ana River floodplain.

4.5 Soils

The banks and terraces of the river are composed of sand, loamy sand, and sand clay loam and appear easily erodible. Soils in the project area are all generally sandy and are associated with the alluvial fan geology that extends from the San Bernardino Mountains to the north down to the project site. All soils have high drainage capacity (USDA-NRCS 2017).

4.6 Jurisdictional Features

Four jurisdictional features occur within the project site: the Santa Ana River (Feature 1), two concrete trapezoidal ditches (Features 2 and 3), and an earthen flood control channel (Feature 4). All four of these features were determined to be subject to the jurisdiction of the USACE/RWQCB (Figure 4, Appendix A), and CDFW (Figure 5, Appendix A). Features 2 and 3, the small un-named trapezoidal channels do not support wetland Waters of the U.S. or riparian vegetation. The large un-named earthen flood control channel (Feature 4) and the Santa Ana River (Feature 1) support both wetland Waters of the U.S. and riparian vegetation. In total, 4.47 acres of USACE/RWQCB non-wetland Waters of the U.S., 0.68 acre of USACE/RWQCB wetlands, 1.59 acres of CDFW un-vegetated streambed, and 7.22 acres of vegetated streambed and associated riparian vegetation were mapped within the Project's study area. Table 4-1 summarizes the acreages per feature. Descriptions of each feature are provided below.

Table 4-1. Summary of USACE/RWQCB waters of the U.S. and CDFW Streambed and Associated Riparian Vegetation

Feature Type	USACE/RWQCB		CDFW	
	Non-Wetland WoUS (acres/ linear feet)	Wetland WoUS (acres/ linear feet)	Unvegetated Streambed (acres/ linear feet)	Riparian (acres/ linear feet)
Feature 1: Santa Ana River	3.84/410	0.45/621	0.50/164	6.81/752
Feature 2: Concrete Trapezoidal Ditch	0.05/687	---	0.11/687	---
Feature 3: Concrete Trapezoidal Ditch	0.02/306	---	0.05/306	---
Feature 4: Earthen Flood Control Channel	0.56/891	0.24/374	0.93/696	0.41/444
Total	4.47/2,294	0.68/995	1.59/1,853	7.22/1,196

4.6.1 Feature 1 (Santa Ana River)

The Santa Ana River is depicted as a named perennial blue-line stream on the Corona North USGS topographic quadrangle that flows through the center of the project site from east to west. It contains an active low flow channel and associated floodplain and supports riparian vegetation. In 2017, when the jurisdictional delineation was conducted, the ordinary high water mark (OHWM) associated with the Santa Ana River in the project study area ranged from 374 to 583 feet in width and the width of CDFW unvegetated streambed and associated riparian vegetation varied from 589 to 891 feet.

Vegetation associated with the Santa Ana River is comprised chiefly of black willow (*Salix goodingii*), arroyo willow (*Salix lasiolepis*), and Fremont's cottonwood (*Populus fremontii*), with California blackberry (*Rubus ursinus*), wild grape (*Vitis girdiana*), and stinging nettle (*Urtica dioica*) occurring throughout the lower canopy. Wetland areas were typically dominated by Olney's bulrush (*Schoenoplectus americanus*), mulefat (*Baccharis salicifolia*), willow smartweed (*Periscaria aviculare*), cocklebur (*Xanthium strumarium*), tall flat sedge (*Cyperus eragrostis*), cattail (*Typha domingensis*), giant reed, and stinging nettle.

4.6.2 Feature 2

Feature 2 is a concrete trapezoidal ditch located on the east side of the project area, south of Detroit Street and adjacent to Interstate 15 (I-15) and is not depicted on the Corona North USGS topographic quadrangle. Feature 2 conveys flows originating from uplands towards a down pipe adjacent to the Detroit Street Bridge which spans I-15. Feature 2 consists of concrete bed and banks and lacks any definitive staining, sediment deposits, or other OHWM indicators. OHWM width within Feature 2 averages three feet in width. Top of bank measurements averages seven feet in width. No vegetation is associated with Feature 2.

4.6.3 Feature 3

Feature 3 is a concrete trapezoidal ditch located on the east side of the project area, north of Detroit Street, adjacent to I-15, and is not depicted on the Corona North USGS topographic quadrangle. Feature 3 conveys flows originating from uplands towards a down pipe adjacent to the Detroit Street Bridge which spans I-15. Feature 3 consists of concrete bed and banks and lacks any definitive staining, sediment deposits, or other OHWM indicators. OHWM width within Feature 3 range from two to four feet in width. Top of bank measurements range from six to nine feet in width. No vegetation is associated with Feature 3.

4.6.4 Feature 4

Feature 4 consists of a flood control channel (referred to also as “detention basins”) with earthen banks and bottom that is not depicted on the Corona North USGS topographic quadrangle. The feature is located on the north side of the river west of Hamner Avenue and flows north to south toward the Santa Ana River. The channel consists of two distinct reaches (north and south) that are separated by a large 12-foot box culvert. The feature does not have a permanent water source, but in 2017 the northern part of the channel was ponded and it appeared that flows do occasionally reach the Santa Ana River during periods of heavy precipitation. A review of historical aerials available on Google Earth shows that Feature 4 was constructed between 2012 and 2013 and that no feature was present in the area prior to the feature construction. The OHWM associated with Feature 4 ranges from 12 (at the box culvert) to 28 feet in width. CDFW streambed width averages 12 to 56 feet within the project area. The channel supports dense to patchy areas of willow scrub supporting black willow and arroyo willow and emergent wetland vegetation comprised mostly of California bulrush (*Schoenoplectus californica*).

4.7 Vegetation Communities

Vegetation communities in the study area were mapped in 2017 using the California Manuel of Vegetation (Sawyer, Keeler-Wolfe, and Evans 2009). Table 4-2 depicts the vegetation or land cover type and associated acreage in the biological study area which totaled 66.1 acres. The biological study area (BSA) is smaller than the temporary impact area so some vegetation types/land uses may not be represented in the temporary mitigation area. Approximately 21.5 acres of the study area is comprised of vegetation communities with the remaining 44.6 acres composed of developed lands consisting of residential, light commercial, roads, sports fields, and associated ornamental plantings.

Table 4-2. Vegetation Types Mapped in the Biological Study Area

Vegetation/ Land Use Type	Alliance/ Association	MSHCP Designation	Acres in Biological Study Area
Annual Brome Grasslands	<i>Bromus diandrus</i> Semi-Natural Herbaceous Stands	Non-native Grassland	1.47
California Bulrush Marsh	<i>Schoenoplectus californicus</i> Herbaceous Alliance	Coastal & Valley Freshwater Marsh	0.39
Eucalyptus Groves	<i>Eucalyptus camaldulensis</i> Semi-Natural Stands	Residential/Urban/Exotic	1.58
Fremont Cottonwood Forest/Black Willow Thickets	<i>Populus fremontii</i> Forest Alliance/ <i>Salix goodingii</i> Woodland Alliance	Southern Cottonwood/Willow Riparian Forest	6.48
Mulefat Thickets	<i>Baccharis salicifolia</i> Shrubland Alliance	Mulefat Scrub	0.06
Open Water	Riverine	Open Water/Reservoir/Pond	0.75
Ruderal	---	Residential/Urban/Exotic	10.76
Developed	---	Developed/Disturbed Lands	44.6
Total			66.1

--- = Not Applicable

4.7.1 Annual Brome Grasslands

Annual Brome Grasslands is a non-native vegetation community and occurs within the study area on steep slopes on the south side of the Santa Ana River and west of Hamner Avenue. This vegetation community comprises approximately 1.47 acres of the study area. Dominant species within this vegetation community consist of non-native grasses and forbs such as ripgut brome (*Bromus diandrus*), smilo grass (*Stipa miliaceum*), Mediterranean schismus (*Schismus barbatus*) and London rocket (*Sisymbrium irio*). Additional species observed in this community include red brome (*Bromus madritensis*), wild oats (*Avena* sp.), horehound (*Marrubium vulgare*), and Russian thistle (*Salsola tragus*).

4.7.2 California Bulrush Marsh

California Bulrush Marsh is a native vegetation community and occurs within the study area associated within the Santa Ana River and the earthen flood control channel on the west side of Hamner Avenue north of the river. This vegetation community comprises approximately 0.39 acre of the study area. Dominant species within this community consist of low to medium height herbaceous species such as California bulrush, willow smartweed, tall flat sedge, cattail, stinging nettle, cocklebur, and white water-cress (*Nasturtium officinale*). Additional species observed in this community consist of scattered individuals of woody shrubs and trees such as mulefat, arroyo willow, black willow,

Fremont's cottonwood, sandbar willow (*Salix exigua*), and red willow (*Salix lasiandra*), as well as herbaceous species such as annual sunflower (*Helianthus annuus*), California blackberry, and wild grape.

4.7.3 Eucalyptus Groves

Eucalyptus Groves is a non-native vegetation community that occurs within the study area south of the Santa Ana River. This vegetation community consists of large trees with a ruderal and non-native grassland vegetation understory and comprises approximately 1.58 acres of the study area. This community is dominated by river red gum (*Eucalyptus camaldulensis*). Additional species present in the community consist of non-native grasses and forbs such as ripgut brome, smilo grass, Mediterranean schismus, London rocket, Russian thistle, summer mustard (*Hirschfeldia incana*), and tocalote (*Centaurea melitensis*).

4.7.4 Fremont Cottonwood Forest/Black Willow Thickets

Fremont Cottonwood Forest/Black Willow Thickets is a native vegetation community and occurs within the study area within the Santa Ana River and earthen flood control channel on the west side of Hamner Avenue north of the river. This vegetation community comprises approximately 6.48 acres of the study area. Dominant species within this community consists mostly of woody shrubs and trees with herbaceous understory consisting of black willow, Fremont's cottonwood, arroyo willow, sandbar willow, red willow, mulefat, giant reed, California blackberry, and wild grape. Additional species observed in this community consist of Shamel ash (*Fraxinus uhdei*), castor bean (*Ricinus communis*), poison hemlock (*Conium maculatum*), white sweet clover (*Melilotus indica*), golden crownbeard (*Verbesina encelioides*), Mediterranean tamarisk (*Tamarisk ramosissima*), Mexican fan palm (*Washingtonia robusta*), and stinging nettle.

4.7.5 Mulefat Thickets

Mulefat Thickets is a native vegetation community and occurs within the study area associated with the Santa Ana River and the earthen flood control channel on the west side of Hamner Avenue north of the river. This vegetation community comprises approximately 0.06 acre of the study area. Dominant species within this community consist of the woody shrub mulefat. Additional species associated with this community consists of arrow-weed (*Pluchea sericea*), sandbar willow, wild grape, and poison hemlock.

4.7.6 Open Water

Areas mapped as Open Water are more or less free of vegetation and occur associated with the Santa Ana River within the study area. Some areas of Open Water along the banks of the river support patches of duckweed (*Lemna* sp.). Approximately 0.75 acre of Open Water was mapped within the study area.

4.7.7 Ruderal

Ruderal is a non-native vegetation community that occurs throughout the study area on the north and south side of the Santa Ana River. Areas mapped as ruderal do not truly meet any of the vegetation communities described in the Manual of California Vegetation. This vegetation community comprises

approximately 10.76 acres of the study area. Dominant species within this vegetation community consist of forbs such as London rocket, horehound, summer mustard, tocalote, and Russian thistle. Additional species observed in this community include ripgut brome, smilo grass, and Mediterranean schismus.

4.7.8 Developed

Areas mapped as Developed include roadways, buildings, residential housing, and other permanent structures, as well as soccer fields and public parks. These land use types are found throughout the study area and typically contains ornamental vegetation.

4.8 Common Plant and Wildlife Species

A total of 121 plant species and 70 wildlife species were detected during the 2017 field surveys. Wildlife species detected included the federally-listed least Bell's vireo and California species of special concern yellow warbler (*Setophaga petechia*) and yellow-breasted chat (*Icteria virens*). All three of these special-status species were determined to be nesting onsite in 2017. Other wildlife species native to the region detected within the project area included Anna's hummingbird (*Calypte anna*), Hutton's vireo (*Vireo huttoni*), cliff swallow (*Petrochelidon pyrrhonota*), bushtit (*Psaltiriparus minimus*), common yellowthroat (*Geothlypis trichas*), song sparrow (*Melospiza melodia*), hooded oriole (*Icterus cucullatus*), lesser goldfinch (*Carduelis psaltria*), western fence lizard (*Sceloporus occidentalis*), western side-blotched lizard (*Uta stansburiana elegans*), desert cottontail (*Sylvilagus audubonii*), and coyote (*Canis latrans*).

4.9 Special-Status Species

Special-status species are those that meet any of the following criteria.

- Listed as endangered, threatened, or proposed for listing as endangered by USFWS.
- Listed as endangered, threatened, or rare by CDFW.
- Considered special vascular plants, bryophytes, or lichens by CDFW.
- Listed on the California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants of California.
- Considered "special animals" by CDFW.
- WRC MSHCP Covered Species.

Database reviews, habitat assessments, and focused surveys were conducted for special-status plants and riparian birds. Detailed information on survey methodology and results can be found in the *Natural Environment Study* report for the project (ICF 2018).

4.10 Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP) Resources

The project is located within the boundaries of the MSHCP area. The project is identified as a Planned Road and a Covered Activity under the MSHCP (Volume I, Section 7.3.5). The project site contains MSHCP conservation areas, riparian/riverine resources, and suitable habitat to support MSHCP narrow endemic plant species, and least Bell's vireo and other MSHCP covered plant and wildlife species. As such, a *MSHCP Consistency and Determination of Biologically Equivalent or Superior Preservation Report* (DBESP) was prepared for the project and approved by the Western Riverside Regional Conservation Authority on November 20, 2018, with concurrence from USFWS and CDFW on February 6, 2019 (ICF 2019). This HMMP fulfills the onsite mitigation measures outlined in the DBESP.

Chapter 5

Site Selection and Mitigation Design

5.1 Onsite Mitigation Site Selection

The onsite restoration of temporary impacts was chosen to directly replace habitat that will be impacted through project implementation. The onsite mitigation is within the same footprint and watershed as the impact site and has a high likelihood of successfully meeting performance standards due to the availability of perennial flows and presence of shallow water table allowing for successful plant establishment. In addition, the onsite restoration of temporary impacts will benefit the watershed through the removal of giant reed and other non-native/invasive plants during the implementation of the 5-year maintenance program.

5.2 Offsite Mitigation Site Selection

The Southwest Resource Management Association (SRMA) ILFP was chosen to mitigate permanent project impacts, temporal loss of habitat, and to mitigate for temporary impacts to adjacent RCRC ILFP lands. The SRMA ILFP service area is located directly adjacent to the project in the same watershed as the project impact and has available resource credits for purchase to offset impacts. The use of ILFP credits within the impacted watershed is the preferred approach per the USACE 2008 Mitigation Rule (33 CF, Part 332).

5.3 Mitigation Design

The mitigation design was prepared with the intent to restore temporary project impacts to pre-project or better conditions. The mitigation design is based on a 5-year timeline to allow for the establishment of native habitats. Following construction, the temporary impact area will be regraded to pre-project contours and elevations under the supervision of the project Biologist. The restoration mitigation area contains three distinct types of geologic features referred to as detention basins, slope/upland transitional, and floodplain. Each contains specific vegetation types and differ in their water availability needs. Mitigation addresses the natural conditions of each feature separately in order to properly direct restoration efforts. Actions specific to each feature are briefly discussed below.

- **Floodplain:** The Fremont Cottonwood Forest/Black Willow Thicket riparian habitat within the Santa Ana River floodplain will be restored utilizing pole cuttings, seed, container plants, and passive rehabilitation.
- **Slopes/Upland Transitional:** The Chaparral/Coastal Sage Scrub restoration will occur primarily on steep slopes, banks and upland transitional zones where existing areas of eucalyptus woodland, non-native grassland and ruderal vegetation are found. Restoration in these areas will use container plantings and hydroseeding.

- **Detention Basins:** The Fremont Cottonwood Forest/Black Willow Thicket, California Bulrush Marsh, and Mulefat Thicket riparian habitat within the detention basins will be restored with container planting and hydroseeding.
- Portions of the WRC MSHCP PQP lands, Core Area A lands, and RCRC lands are found throughout the general project area and will be restored to pre-project or better conditions and will result in the removal of a large eucalyptus stand.

The design uses a combination of pole cuttings in the Santa Ana River floodplain to utilize available water table in the floodplain and to avoid establishing irrigation in the floodplain, and container plantings for the detention basin areas where water table is not easily accessed. Signage will be installed to alert the public to avoid the restoration area. The mitigation areas will be maintained free of invasive and target non-native plant species to allow for the successful establishment of target native habitats. The mitigation design includes qualitative monitoring to regularly assess the mitigation performance and provide maintenance recommendations as well as annual quantitative monitoring to gauge the performance of the mitigation effort. The mitigation design includes final Year 5 success criteria developed to establish self-sustaining native riparian and upland habitats in a five-year timespan. The design incorporates annual performance standards for native and non-native plant cover to guide the project towards the final Year 5 success criteria.

5.4 Rationale for Expecting Implementation Success

Implementation of restoration for temporary impact areas associated with the project is expected to be successful due to the availability of a shallow water table in the Santa Ana River floodplain and the presence of existing established riparian habitat prior to the project. The availability of perennial flows in the Santa Ana River and shallow water table within the floodplain will provide adequate water to restoration areas within the floodplain and once established will provide for the long-term growth and success of the plantings. Irrigation will be provided to establish native riparian and upland areas when and where appropriate. The proposed species and habitats selected for the re-vegetation effort is consistent with existing and surrounding native habitats. The proposed qualitative monitoring and non-native removal associated with the proposed 5-year site maintenance period, including removal of giant reed, will decrease competition for native plantings and will increase the likelihood of successful establishment and eventual maturation of native habitats. The mitigation plan will incorporate quantitative annual monitoring, and interim performance standards and final success criteria designed to guide the mitigation project towards achieving established self-sustaining native habitats. Together, the site floodplain location, the proposed habitats to be restored, and the proposed 5-year maintenance and monitoring program were designed to result in the creation of conditions suitable for the successful establishment of restoration plantings, natural regeneration, and self-sustaining habitat progression.

Chapter 6 Implementation Plan

To avoid the need to offset additional temporal losses, implementation of restoration for temporary project impacts will begin following the receipt of appropriate approvals and the completion of project construction. Table 6-1, below, provides the Expected Implementation Schedule.

Table 6-1. Mitigation Implementation Schedule

Implementation Task	Schedule
Locate Suitable Pole Cutting Collection Sites and Coordinate with Plant Nursery	During project construction, at least 3 months prior to restoration installation
Remove Invasive/Non-native Species	During project construction and prior to planting and seeding efforts
Staking of Restoration Site/ESA Fencing Access Points, Staging Areas and Contractor Education	Immediately prior to site preparation activities
Install Temporary Fencing and Signage	Prior to planting and seeding efforts
Evaluate and employ temporary irrigation as-needed (i.e., truck watering, and/or hand watering, and/or a disconnected system)	Prior to planting
Planting and Seeding	Fall immediately after construction project completion
Erosion Control	Following container stock and cutting installation
PEP Monitoring	Following completion of restoration installation

6.1 Final Landscape/Mitigation Construction Plans

A final set of planting plans, irrigation plans, temporary fencing and signage plans, installation details, and specifications (installation and maintenance) acceptable for bidding will be prepared in order to implement the conceptual guidelines for the mitigation program outlined in this document.

6.2 Locate Suitable Pole Cutting Collection Sites and Coordinate with Plant Nursery

Willow and Fremont's cottonwood pole cuttings will be obtained from the adjacent Fremont Cottonwood/Willow Riparian Forest habitat within the floodplain habitat adjacent to the project site. Prior to final site selection an arborist with experience identifying presence and sign of Polyphagous Shot Hole Borer (PSHB) beetle will conduct a survey of collection site(s) to ensure that PSHB is not introduced to the mitigation site through the import of cuttings. For areas not targeted for the use of pole cuttings, the project restoration ecologist will coordinate with a suitable local plant nursery to

ensure that container stock will be available for the project. All container plantings and cuttings will be procured from the Santa Ana River watershed.

6.3 Access Points, Staging Areas and Water Pollution Control Plan

Prior to commencement of installation activities, all access points and staging areas will be marked in the field. These limits will be checked and confirmed by the restoration ecologist and RCTD before the contractor begins the installation phase. All access points, storage, and staging areas will be located in a manner that has the least impact on vehicular and pedestrian traffic as well as natural resources.

To protect against contaminant leakages during access and staging, the Maintenance and Installation Contractor will be responsible for taking measures to prevent chemicals, fuels, oils, and other hazardous materials from entering public water, air, and/or soils. Disposal of any materials, waste, effluent trash, garbage, oil, grease, and chemicals will be done in accordance with state and federal regulations. These protection measures will be detailed in the contractor's Water Pollution Control Plan.

6.4 Contractor Education

Before beginning any site preparation and installation activities, the Maintenance and Installation Contractor will meet at the site with the restoration ecologist to review all installation, scheduling, and resource protection measures specified in this HMMP. The restoration ecologist will review all aspects of this HMMP, including site protection, inspections, landscape installation procedures, and guarantees. It will be made clear at that time that the restoration ecologist will have final say over review and acceptance of field installation.

Prior to initiating any installation activities (including construction equipment placement or other non-ground-breaking activities), the restoration ecologist will develop and implement environmental training for the contractor and all subcontractor personnel, explaining the sensitive resources within the work area and adjacent areas. Staking or fencing for sensitive areas will be utilized as advised by the restoration ecologist and temporary signage notifying the public of restoration activities will be installed as needed. The environmental training will include information on the following.

- Project regulatory and permit requirements.
- Environmental compliance procedures and protocols.
- Water quality requirements and proper construction BMPs.
- Environmentally Sensitive Areas and no-access areas.
- Sensitive species and nesting birds.
- Consequences of noncompliance.
- Emergency response protocols.

The Installation and Maintenance Contractor will notify the restoration ecologist when new crew personnel will be on site, and an additional environmental training will be scheduled before they are allowed to work.

6.5 Invasive/Non-native Removal

The mitigation area has small to medium sized stands of invasive perennial giant reed (*Arundo donax*), and scattered individuals of salt cedar (*Tamarix* sp.), tree tobacco (*Nicotiana glauca*), castor bean (*Ricinus communis*), summer mustard (*Hirschfeldia incana*), golden crownbeard (*Verbesina encelioides*) and other non-native grasses and forbs.

All can be treated with herbicide when young and all require follow up treatment to prevent re-sprouting. Salt cedar and tree tobacco will be cut approximately 3-4 inches above ground and stumps will be treated with appropriate herbicide. Herbaceous forbs such as summer mustard and golden crownbeard should be controlled either via removal or herbicide treatment early prior to bolting or removed following bolting.

Nonnative grasses should be removed or treated with herbicide before seed is set with follow-up spot treatment using herbicide. Methods for giant reed removal and treatment are provided below.

6.5.1 Giant Reed

Giant reed is present in small to medium sized patches with more giant reed cover occurring on the north side of the river. No giant reed is present in the flood control channel. Following construction, all giant reed in the mitigation area will be mapped, flagged and treated using Glyphosate and/or Imazapyr. All herbicide applications will be conducted by a Licensed Pest Control Operator. Any cut material will be removed from the site and disposed of properly at a green waste facility. Remaining canes will be treated with an herbicide to help control resprouts. Any giant reed clumps that are intertwined within existing native vegetation will be cut to grade and carefully treated with an appropriate systemic herbicide as specified by a Licensed Pest Control Operator. The contractor will conduct follow-up treatments to check for resprouts on a monthly basis through the PEP and then bi-annually through the 5-year maintenance period. Resprouts will be treated with foliar spray.

6.6 Grading to Pre-construction Elevations and Contours

The project will be graded to pre-project conditions by the construction contractor using the natural contours of the floodplain and under the supervision of the project Biologist. Grading activities will focus on restoring the floodplain and terrace elevations, creating natural looking topographic features in the floodplain such as shallow swales and low points for emergent wetland plants to establish, and achieving the appropriate contouring such that a natural hydrological regime may be restored.

6.7 Install Temporary Irrigation System and Temporary Water Tanks for Irrigation

The primary goal of this restoration is to create natural conditions in which the riparian and surrounding habitats function independently and without the need of a permanent irrigation system. Cuttings will be installed in areas where shallow groundwater is expected and it is anticipated that these plantings will not require formal irrigation, but may receive irrigation if conditions warrant. Temporary irrigation will be focused on the slopes and upland transitional zones in order to enhance the survivorship of newly installed container plantings and hydroseed. In order to promote growth and germination under natural conditions, irrigation will be used in the first year following planting to allow for plant establishment and only used sparingly in the slope/transitional zone areas when needed and/or during wet months. The following are examples of irrigation options that may be considered by the installation and maintenance contractor in consultation with the restoration ecologist.

- Temporary irrigation system.
- Hand watering using backpack sprayers.
- Use of ATVs with a large plastic tank connected to hoses or to fill backpack sprayers closer to the plantings to be watered, but access for ATVs will be needed.
- Truck watering is another possibility, but the use of hoses can impact plants farther from the truck's location.
- A large plastic tank could be set up above the project site for filling backpacks or plastic tanks on ATVs. The tank could be refilled with a water truck as needed.

Any system utilized will be designed for temporary use and discontinued once plant establishment is meeting performance standards. Regardless of the method used, it is anticipated that supplemental watering will be discontinued by the end of the third year of the 5-year maintenance and monitoring period. Irrigation system components will be removed from the site entirely at the end of the maintenance and monitoring period after approval is granted by the resource agencies.

6.8 Planting and Seeding

The goal of planting and seeding efforts will be to create conditions that facilitate a self-sustaining system and allow for natural recruitment once restoration implementation is complete. Examples of techniques that will be utilized are hydroseeding, hand seeding, and the installation of cuttings and container plants. Planting and seeding generally occurs between November and February as these months provide the wettest conditions which will promote the successful establishment of vegetation. Planting and seeding outside of this seasonal window shall be in coordination with the restoration ecologist. Plant and seed palettes for the three revegetation zones described below are designed based on plant preferences including proximity to water, slope gradient, substrate, and existing vegetation. In many cases additional transitional areas will be found within and between zone. As a result, species from each plant palette may occur in other zones. Determinations on the appropriate placement, amounts and distributions of seed and plantings will be made by the restoration ecologist and provided in the detailed restoration plans.

Plantings and seed will be sourced from within the Santa Ana River watershed. All plant nurseries and seed distributors will be selected in order to meet this criterion. A list of qualified potential suppliers is included below.

- Tree of Life Native Plant Nursery (Orange County)
- S&S Seeds (Santa Barbara County)
- Native West Nursery (formally RECON, San Diego County)

6.8.1 Slope and Upland Transitional Revegetation Zone

The slope and upland transitional zones will primarily restore areas of existing eucalyptus woodland, non-native grassland and the upland portions of the ruderal south of the river. A large portion of this area will consist of Chaparral/Coastal Sage Scrub restoration and will entail container plantings and hydroseeding. Much of the chaparral/coastal sage scrub restoration will take place on steep slopes. A temporary irrigation system may be used to establish the habitat when conditions warrant supplemental watering. Table 6-2 provides the list of plants to be used in this revegetation zone.

Table 6-2. Proposed Plant Palette for Slopes and Upland Transitional Zone

Species	Common Name	Seed	Cuttings	Container Plants
<i>Acmispon glaber</i>	deerweed	X		
<i>Ambrosia psilostachys</i>	western ragweed	X		
<i>Artemisia californica</i>	California sagebrush	X		X
<i>Artemisia douglasiana</i>	mugwort	X		
<i>Baccharis emoryi</i>	coyote brush	X		X
<i>Clarkia epilobioides</i>	willow herb clarkia	X		
<i>Distichlis spicata</i>	saltgrass			X
<i>Encelia californica</i>	California encelia	X		X
<i>Encelia farinosa</i>	brittlebush	X		X
<i>Ericameria parishii</i> var. <i>parishii</i>	Parish's goldenbush	X		
<i>Eriodictyon trichocalyx</i> var. <i>trichocalyx</i>	Hairy yerba santa			X
<i>Eriogonum fasciculatum</i>	California buckwheat	X		X
<i>Eriophyllum confertiflorum</i>	yellow yarrow	X		
<i>Eschscholzia californica</i>	California poppy	X		
<i>Heliotropium curvassavicum</i>	salt heliotrope			X
<i>Heteromeles arbutifolia</i>	toyon			X
<i>Leymus condensatus</i>	giant wild rye	X		X
<i>Leymus triticoides</i>	creeping wild rye	X		X
<i>Lupinus bicolor</i>	miniature lupine	X		
<i>Lupinus succulentus</i>	arroyo lupine	X		

Species	Common Name	Seed	Cuttings	Container Plants
<i>Malosma laurina</i>	laurel sumac			X
<i>Pluchea sericea</i>	arrow weed			X
<i>Rhus ovata</i>	sugar bush			X
<i>Rosa californica</i>	California rose			X
<i>Salvia apiana</i>	white sage	X		X
<i>Salvia mellifera</i>	black sage	X		X
<i>Sambucus nigra</i>	elderberry			X
<i>Sambucus nigra</i>	elderberry			X
<i>Stipa lepida</i>	foothill needlegrass	X		
<i>Vulpia microstachys</i>	three weeks fescue	X		

6.8.2 Detention Basin Revegetation Zone

California Bulrush Marsh will be restored within the northern detention basin. Restoration will entail hydroseeding the bottom of the northern detention basin (Figure 7). No container plantings will be used. Currently the majority of the northern detention basin is wet throughout the year and there are patches of open water intermixed with California bulrush stands. As such the existing hydrology is expected to support the habitat and irrigation is not expected to be needed

Mulefat Thicket restoration will occur within the southern portion of both detention basins (Figure 7). Restoration will entail the use of container plantings on the banks, selective planting in the bottom of the detention basins, and hydroseeding on both the banks and bottom of the detention basins. A temporary irrigation system may be established on the banks of the detention basins to support container plant establishment. No irrigation system will be established for the bottom of the detention basins. Three of the five species listed in plant list will be planted in the bottom of the basin (mulefat, sandbar willow, and arrowweed) where they may receive some irrigation watering during the establishment period from overflow from the adjacent banks. All species will be planted on the banks of the detention basins.

Fremont's Cottonwood Forest/Black Willow Thicket restoration within non-floodplain areas (e.g., detention basin slopes) will be conducted through the use of a combination of container plantings, hydroseeding, and passive rehabilitation (Figure 7). Restoration within non-floodplain areas will occur on the banks of the majority of the northern detention basin, the transition area between the southern extent of the southern detention basin and the Santa Ana River, and on the south side of the river on the southern edge of the floodplain where the water table is expected to be deeper.

The remaining areas of the southern detention basin which are currently mapped as ruderal lands will be restored using a modified version of the native erosion control hydroseed seed mix included in the design plans (Figure 7). The plant list was modified to include salt heliotrope (*Heliotropium curvassavicum*) which is currently present in the basin and saltgrass (*Distichlis spicata*) which is expected to perform well in the basin. No container plantings are proposed for the banks or bottom of the southern detention basin outside of the Mulefat Thicket areas. No irrigation is proposed for this area.

Table 6-3 provides the plant list to be used for the Detention Basin Revegetation Zones.

Table 6-3. Proposed Plant Palette for Detention Basin Zone

Species	Common Name	Seed	Cuttings	Container Plants
<i>Ambrosia psilostachys</i>	western ragweed	X		
<i>Artemisia douglasiana</i>	mugwort	X		
<i>Baccharis salicifolia</i>	mulefat		X	X
<i>Clarkia epilobioides</i>	willow herb clarkia	X		
<i>Distichlis spicata</i>	saltgrass			X
<i>Heliotropium curvassavicum</i>	salt heliotrope			X
<i>Juncus mexicanus</i>	Mexican rush			X
<i>Leymus triticoides</i>	creeping wild rye	X		X
<i>Pluchea sericea</i>	arrowweed			X
<i>Pluchea odorata</i>	marsh fleabane	X		
<i>Populus fremontii</i>	Fremont cottonwood		X	X
<i>Rosa californica</i>	California rose			X
<i>Salix exigua</i>	sandbar willow		X	X
<i>Salix gooddingii</i>	black willow		X	X
<i>Salix laevigata</i> , <i>Salix lasiandra</i> , <i>Salix lasiolepis</i>	red willow, Pacific willow, arroyo willow		X	X
<i>Sambucus nigra</i>	elderberry			X
<i>Schoenoplectus californica</i>	California bulrush	X		
<i>Vulpia microstachys</i>	Three weeks fescue	X		

6.8.3 Floodplain Revegetation Zone

The floodplain restoration within the Santa Ana River floodplain will be conducted through the use of pole cuttings, seeding, container plants, and passive rehabilitation (Figure 7). No irrigation will be established within the floodplain area due to the availability of the shallow water table and potential for stormflows to impact the irrigation system. The floodplain areas will rely on natural regeneration for grasses, forbs, shrubs and trees species.

Planting holes will be excavated with an auger to a sufficient depth to allow the pole cutting access to the water table during the summer months. Prior to collection and planting, several test planting holes may need to be conducted across the floodplain during summer months to determine the depth of water table and appropriate length(s) of cuttings. Pole cuttings will be collected locally within the Santa Ana River floodplain after the source population has been verified to be PSHB free by a qualified arborist. Table 6-4 provides the plant list to be used for the Floodplain Revegetation Zone.

If bare areas over 100 square feet are observed or the floodplain areas as a whole are not meeting native cover performance standards after Year 2, supplemental planting and/or seeding would occur in Year 3 to increase cover of native species within the floodplain area. The exact species, and planting material (container plant, cutting, or seed) would be decided by the restoration ecologist and be dependent on the species observed establishing and/or recruiting at the site as well as any species that are known in the area and are expected to be present but have not yet volunteered. Plant palettes would be designed based on the location of the selected area relative to its location on the floodplain (channel/emergent,

floodplain, outer floodplain) or a single seed mix may be designed with a wide range of floodplain and outer floodplain species that would self-sort after installation.

Table 6-4. Proposed Plant Palette for Floodplain Areas

Species	Common Name	Seed	Cuttings	Container Plants
<i>Ambrosia psilostachys</i>	western ragweed	X		
<i>Artemisia douglasiana</i>	mugwort	X		
<i>Baccharis salicifolia</i>	mulefat		X	X
<i>Croton californicus</i>	Desert croton	X		
<i>Heliotropium curassavicum</i> var. <i>oculatum</i>	Seaside heliotrope	X		
<i>Populus fremontii</i>	Fremont cottonwood		X	X
<i>Salix exigua</i>	sandbar willow		X	X
<i>Salix gooddingii</i>	black willow		X	X
<i>Salix laevigata</i> , <i>Salix lasiandra</i> , <i>Salix lasiolepis</i>	red willow, Pacific willow, arroyo willow		X	X

6.9 Pole Cutting Specifications and Installation

Pole cuttings will be obtained from locally available plants (no more than 20 percent of each individual). Cuttings will range from 0.5 inch to 1.0 inch in diameter and 5 to 8 feet in length. The basal ends shall be cut at an approximately 45-degree angle and, if terminal ends are cut, they will be cut perpendicular to the length of the cutting in order to maintain the proper orientation during installation. Pole cuttings will be pre-soaked as necessary to facilitate survival as directed by the restoration ecologist. Holes will be dug to accommodate most of the length of the cuttings so that between 1 and 2 feet are above ground and the remaining portion of the cuttings are below ground. The restoration ecologist and contractor will coordinate the layout for the cuttings in ecologically appropriate locations and natural groupings. The restoration ecologist will direct all planting and may place flags or direct the contractor on the placement of the cuttings. In general, installation will mimic natural plant distribution (e.g., random and/or aggregate distributions rather than uniform rows).

Prior to obtaining any pole cuttings during the nesting season, defined as generally February 15 through September 1, the restoration ecologist or qualified biologist will perform a nesting bird survey to ensure no take of active nests will occur.

No substitutions of species will be allowed unless approved in advance by the restoration ecologist. If the installation and maintenance contractor is unable to obtain the specified species or numbers of pole cuttings from on-site material, commencement of the 120-day plant establishment period will be delayed until all specified cuttings are installed or until a suitable substitution is determined by the restoration ecologist.

All cuttings determined by the restoration ecologist to be dead or diseased will be replaced by the installation and maintenance contractor before the end of the 120-day plant establishment period and

as required by the maintenance program. Unless the restoration ecologist approves changes, the replacement cuttings will be of the same size and species as originally planted.

6.10 Container Plant Installation

Plants will be provided from source material obtained from within the watershed or within 10 miles of the restoration site. Plants that cannot be provided from the immediate vicinity will be provided from the closest commercially available sources, subject to the approval of the restoration ecologist. Source locations should be as close to the restoration site as possible. Plants must be certified by the supplier (nursery) to be free of exotic pests (e.g., Argentine ants) prior to delivery on site and shall only be obtained from nurseries employing Best Management Practices to reduce the risk of *Phytophthora* fungus.

The restoration ecologist will confirm that plants are delivered to the site in a healthy and vigorous condition before they are installed. Plants will not be installed that are determined to be root-bound, stunted, pest-infested, diseased, or unacceptable for other reasons. The restoration ecologist and contractor will coordinate the layout for plant material in ecologically appropriate locations and natural groupings. The restoration ecologist will direct all planting, and may place flags, directly place containers, or direct the contractor on the placement of plants. In general, container plants will be installed in a manner that mimics natural plant distribution (e.g., random and/or aggregate distributions rather than uniform rows).

No substitutions of specified plants will be allowed, and container sizes will not be changed unless approved in advance by the restoration ecologist. If the installation and maintenance contractor is unable to obtain the specified size or species at the time of planting, commencement of the PEP will be delayed until all specified plants are installed or until a suitable substitution is determined by the restoration ecologist.

Prior to planting, the contractor will ensure the site is wet from rainfall or adequately watered so that the first few inches of soil are saturated. The Maintenance and Installation Contractor will install container plants using standard horticultural practice, as follows.

- Thoroughly water all plants in their containers before planting.
- Dig a hole twice as deep and three times as wide as the container. Break up soil clods and roughen the side of the hole to avoid a smooth-sided “bathtub” effect. Fill the planting hole with water and allow water to drain completely into the soil; repeat twice.
- Partially backfill the hole with native soil to allow planting at the proper depth. The backfill mix will contain only native soil with no rocks larger than 3/4-inch diameter. Moisten and gently tamp the backfill into place. Remove the plant from its container and place on top of the moistened backfill so that the plant collar is approximately 1 inch above finish grade. Backfill the remaining hole with native soil.
- For plantings 1 gallon or larger, create a planting basin berm roughly 2 feet in diameter around the plant and apply 1 to 2 inches of coarse, organic, weed-free mulch inside the berm.
- Thoroughly water and allow the basin to drain.

6.11 Seeding Methodologies

Seeds will be provided from source material obtained from within the watershed or within 10 miles of the mitigation site. Seeds that cannot be provided from the immediate vicinity will be provided from the closest commercially available sources, subject to the approval of the restoration ecologist. Seed will be delivered to the site in sealed and labeled packaging, along with a California State Agricultural Code seed certification that includes the supplier's name, geographic location, and collection date, and the tested purity and germination percentage rates. The seeds will be ordered and delivered in separate, original containers by species, and inspected by the restoration ecologist. Seed will be labeled with the species, purity, germination, percentage live seed, and quantity of seed in pounds. The seed mix will be applied by one of the following methods depending on size of the area to be seeded, slope, and accessibility; hand seeding and raking, drill or imprint seeding, or hydroseeding.

6.11.1 Hand Seeding

Under the guidance of a restoration ecologist, the installation and maintenance contractor will install seed by hand as follows:

- Consider mixing sand and seed prior to broadcast seeding
- Cast the seed onto the ground surface by hand. Hand cast the seed in two directions to achieve uniform distribution.
- Follow hand seeding with a light raking or rolling to achieve good seed-to-soil contact in areas of rough and compact soils. Light compaction to soils may be necessary depending on existing soil conditions. The restoration ecologist will determine whether soil conditions allow for raking.

6.11.2 Hydroseeding

Hydroseeding would also be used in sloped locations that contain large bare areas. The areas would also need to be easily accessed with the needed equipment. The contractor will install seed using standard hydroseed practice, as follows.

- Create a slurry of seed (at specified rates per acre), 2,000 pounds per acre of organic fiber mulch, and 150 pounds per acre of organic tackifier.
- Evenly apply; spray hydroseed from at least two directions to help interlock mulch fibers.

6.11.3 Planting and Seeding Timing

There is an ideal window for planting native plants in Southern California, which occurs in winter generally between November and February. The contractor will need to coordinate installation efforts with any rain events to ensure that work is not being conducted on the site during periods of inundation.

6.12 Erosion Control

Erosion control for the mitigation areas will be specified within a mitigation Water Pollution Control Plan prepared by the project Installation and Maintenance Contractor. Implementation of the various erosion control and other best management practices (BMPs) outlined in the Water Pollution Control Plan will prevent sediment from leaving the mitigation site.

6.13 Install Temporary Fencing and Signage

Temporary fencing will be installed in appropriate areas to protect the work site from vandalism and accidental damage to restoration plantings and possible irrigation systems. Fencing determinations should be done by a biologist and take into consideration the sensitive resources on site (i.e., expected flow patterns, rare flora and/or fauna). Fencing will be positioned at high traffic areas (i.e., ingress and egress locations) in an attempt to limit site disturbance associated with foot traffic and public access. Signage will be installed throughout the site in appropriate areas and is considered essential for this mitigation area due to the extensive use of this area. Signage should indicate the site is a sensitive native restoration site and that unauthorized personnel should not enter.

Chapter 7 Site Maintenance

This chapter details the site maintenance activities from installation through the end of the five-year maintenance period. The goal of the mitigation plan is to create natural, self-sustaining native floodplain woodland and emergent wetland habitat requiring minimal long-term maintenance. The maintenance program will begin when construction and restoration site installation have been completed or during installation if the installation is expected to last more than one month. Maintenance will be concentrated on the first few seasons of growth to control weeds and assist and promote native plant and seed establishment. As a guideline, the Installation and Maintenance Contractor is expected to perform site wide maintenance activities approximately once a month during the first 4 months. The contractor is also expected to perform maintenance approximately monthly during Year 1; every 2 months during Year 2; and quarterly during Years 3, 4, and 5. Maintenance may be needed more frequently to perform remedial measures (e.g., replanting, erosion control). The contractor will coordinate with the restoration ecologist on a regular basis to determine priority maintenance activities during different periods of the plan. The primary maintenance obligations are reviewed below.

7.1 Maintenance Duration

Maintenance will take place for 5 years following completion of the PEP. If success standards are not being met, the maintenance period may be extended.

7.2 Plant Establishment Period

After site preparation is complete, a PEP will begin which will include plant installation. At the completion of the installation planting, the installation and maintenance contractor will request a pre-maintenance inspection by the restoration ecologist. The restoration ecologist will prepare a “punchlist” of correction items for completion by the contractor. After punchlist items are corrected, the restoration ecologist will recommend to RCTD that the landscape installation phase is complete and that the PEP has begun.

During the PEP, the installation and maintenance contractor will provide regular maintenance of the restoration area, including trash removal, irrigation maintenance and supplemental irrigation (as needed), erosion control, and nonnative removal and/or treatment. During the PEP, the contractor will also perform maintenance visits and activities in accordance with the goals presented in this HMMP. The number of maintenance visits will vary depending on the amount of time it takes to provide maintenance for the entire restoration site and the amount of work necessary for the mitigation area to be on track to meet or exceed first year performance standards (i.e. relative non-native cover below 10 percent). As a guideline, the contractor is expected to perform maintenance approximately twice a month during the PEP. Management will include the removal and/or treatment of all invasive species listed in Table 7-1 as well as any nonnative species. For the purposes of this plan, species are considered invasive if they are listed by Cal-IPC’s Invasive Plant Inventory Rating (Cal-IPC 2019). Invasive species may be added to Table 7-1 should any receive a Cal-IPC rating during

restoration implementation. Any nonnative species that occur on the project, but are not listed on Cal-IPCs inventory, are referred to and managed as nonnatives. Herbicide application will be in accordance with BMPs, manufacturers' recommendations, and agency regulations.

Table 7-1. Invasive Species Occurring in the Restoration Site

Scientific Name	Common Name	Cal-IPC Rating
<i>Agrostis stolonifera</i>	Creeping bent grass	Limited
<i>Ailanthus altissima</i>	Tree of heaven	Moderate
<i>Arundo donax</i>	Giant reed	High
<i>Atriplex semibaccata</i>	Australian saltbush	Moderate
<i>Avena fatua</i>	Wild oat	Moderate
<i>Brassica nigra</i>	Black mustard	Moderate
<i>Bromus diandrus</i>	Ripgut brome	Moderate
<i>Bromus madritensis</i> ssp. <i>rubens</i>	Red brome	High
<i>Carduus pycnocephalus</i> ssp. <i>pycnocephalus</i>	Italian thistle	Moderate
<i>Centaurea melitensis</i>	Tocalote	Moderate
<i>Conium maculatum</i>	Poison hemlock	Moderate
<i>Cynodon dactylon</i>	Bermuda grass	Moderate
<i>Eucalyptus camaldulensis</i>	Red gum	Limited
<i>Festuca myuros</i>	Rattail fescue	Moderate
<i>Foeniculum vulgare</i>	Fennel	High
<i>Hirschfeldia incana</i>	Shortpod mustard	Moderate
<i>Hordeum murinum</i>	Wall barley	Moderate
<i>Lepidium latifolium</i>	Perennial pepper-grass	High
<i>Marrubium vulgare</i>	Horehound	Limited
<i>Medicago polymorpha</i>	California burclover	Limited
<i>Nicotiana glauca</i>	Tree tobacco	Moderate
<i>Polypogon monspeliensis</i>	Rabbit foot beard grass	Limited
<i>Raphanus sativus</i>	Radish	Limited
<i>Ricinus communis</i>	Castorbean	Limited
<i>Salsola australis</i>	Southern Russian thistle	Limited
<i>Schinus molle</i>	Peruvian pepper tree	Limited
<i>Schismus barbatus</i>	Mediterranean schismus	Limited
<i>Silybum marianum</i>	Blessed milkthistle	Limited
<i>Sisymbrium irio</i>	London rocket	Moderate
<i>Stipa miliacea</i> var. <i>miliacea</i>	Smilo grass	Limited
<i>Tamarix aphylla</i>	Athel tamarix	Limited
<i>Tamarix ramosissima</i>	Hairy tamarix	High
<i>Washingtonia robusta</i>	Mexican fan palm	Moderate

At the end of the PEP, the restoration ecologist will flag all dead and diseased plant materials requiring replacement and any other site deficiency and will prepare a final maintenance punchlist of correction items for the Maintenance and Installation Contractor to address. After the contractor has

satisfactorily completed the punchlist, the restoration ecologist will recommend acceptance of the PEP to RCTD.

7.3 Five-Year Maintenance Period

The 5-year maintenance program will begin when construction and installation have been completed and will be concentrated on the first few seasons of growth to control weeds and assist and promote native plant and/or seed establishment. The Maintenance and Installation Contractor is expected to perform maintenance approximately monthly during Year 1; every 2 months during Year 2; and quarterly during Years 3, 4, and 5. Maintenance may be needed more frequently to perform remedial measures (e.g., replanting, erosion control). The contractor will coordinate with the restoration ecologist on a regular basis to determine priority maintenance activities during different periods of the plan. If performance standards are met prior to the end of the 5-year maintenance period, the contractor may have the option of restructuring the annual maintenance requirements (with agency approval) to potentially reduce monitoring and reporting responsibilities or receive early sign off. The primary maintenance obligations are reviewed below.

Maintenance activities conducting during the nesting season, and particularly when least Bell's vireo have migrated to the region, shall be coordinated with the restoration ecologist or approved biologist to ensure no take of nesting birds and/or nesting least Bell's vireo occurs. Biological monitoring of maintenance activities may be required as directed by the restoration ecologist or approved biologist.

7.3.1 Irrigation

Any irrigation system used for the mitigation areas will be temporary and will be used to ease the establishment of native seeds, pole cuttings and nursery-grown container plantings. It is expected that supplemental irrigation will be used for up to 2 years. The restoration ecologist will determine the timing for the termination of irrigation and coordinate removal of the system.

7.3.2 Weed Control

Nonnative plant species control will consist of controlling populations of invasive weeds within the restoration site by the following methods: (1) hand removal, (2) cutting or mowing, (3) chemical herbicide application, (4) light exclusion measures, and (5) natural shading by native plants as the native habitat cover increases.

Hand removal of weeds is the most effective method of control and will be used around individual container plantings as appropriate. Other herbaceous weeds should be removed by hand before setting seed. Weed control activities will take place at a minimum of monthly for the first 6 months and quarterly thereafter.

Non-native species should be controlled before they set seed and before they shade and out-compete native plantings. With prior consent of the restoration ecologist, string trimmers may be used in certain instances and outside of the nesting bird breeding season. Chemical control will be used for control of perennial weed species. The contractor will coordinate with the restoration ecologist to identify specific areas where chemical herbicides may be used. Any herbicide treatment must be applied by a licensed or certified Pest Control Applicator. Any herbicide application within close

proximity to water will be approved for aquatic use by the United States Environmental Protection Agency (EPA) as having been reviewed and considered compatible with the aquatic environment when used according to label directions. Light-exclusion measures may include organic mulch, which is useful around individual container plantings to reduce weed growth. A 10% relative cover of nonnative species will be tolerated at the end of the 5-year maintenance period. Thus, 95% of the revegetation site will be weed free.

7.3.3 Supplemental Planting

During each year of the five-year maintenance period the project restoration ecologist will conduct a mortality count and assess the restoration site for bare areas. If pole cuttings and native volunteers do not readily colonize the revegetation zones or there are unnatural bare areas (relative to native habitat surrounding the project area), the contractor will provide supplemental planting and seeding after each year as needed in select locations based on restoration ecologists' recommendations. Replacement planting will be conducted between November and February and will require supplemental watering during the first year of establishment.

Due to the location of temporary impact area project being within the SAR floodplain, it is anticipated that seasonal floods may reshape the sites geomorphic features as well as the vegetation. Singular flood events and the associated disturbance may not immediately warrant adaptive management. The restoration ecologist will evaluate the project area compared to the adjacent reference location (Section 8.2) and determine if supplemental planting and seeding is warranted. Under these circumstances, the final approach will be submitted to the resource agencies for concurrence.

7.3.4 Clearing and Trash Removal

Leaf litter and deadwood of native trees and shrubs will not be removed from the restoration site the extent possible. The decomposition of deadwood and leaf litter is essential for the replenishment of soil nutrients and minerals, and deadwood and snags provide valuable habitat for invertebrates, reptiles, small mammals, and birds. Human-made trash and debris will be removed from the mitigation areas by hand with maintenance visits. If excessive amounts of trash collect (i.e., homeless encampment, substantial trash deposits resulting from floods) on site and exceeding normal maintenance removal efforts, the contractor will coordinate with local agencies to address the issue and discuss the possibility of supplemental trash removal efforts.

7.3.5 Fence Inspection and Repair

Temporary fencing will be inspected and replaced/repared by the installation and maintenance contractor during implementation and during regularly scheduled maintenance visits while the temporary fencing is needed. With the restoration ecologist's approval the contractor will remove the temporary fencing when it is no longer needed.

7.3.6 Schedule of Maintenance

Weed removal and irrigation inspection will be conducted by the installation and maintenance contractor monthly for the first 6 months and quarterly thereafter. Recommendations for maintenance efforts will be based upon the biological monitor's site inspections, which will occur monthly for the first 6 months and quarterly thereafter.

Chapter 8

Site Monitoring & Project Sign Off

This chapter outlines the monitoring program from installation to completion including *qualitative* and *quantitative* monitoring and reporting. In addition, performance standards and success criteria are presented.

8.1 Implementation and PEP Monitoring

The restoration ecologist will coordinate with the Maintenance and Installation Contractor and RCTD to monitor the project's implementation, as described in Chapter 5, *Implementation Plan*—including initial grading, contouring, and native planting and seeding—and the PEP, to ensure that installation is performed in accordance with this HMMP. During this period, the restoration ecologist will prepare a brief weekly memorandum that reviews implementation progress, which will be submitted to the contractor and RCTD. The contractor will be responsible for the PEP after the grading, erosion control, and native plant installation are complete to ensure that the site meets defined success criteria and is established in a desirable manner prior to the start of the 5-year maintenance and monitoring program. The contractor will receive approval from the restoration ecologist and RCTD, indicating a successful implementation and PEP before the start of the 5-year maintenance and monitoring program. In addition, the installation process will require the restoration ecologist to inspect and approve progress at the following times.

- During and after environmental protection fencing installation.
- During demarcation of the restoration area boundaries.
- At the end of grading and contouring.
- After completion of grubbing and soil ripping for decompaction before the start of planting.
- At the time of container plant delivery when container plant materials will be inspected by the restoration ecologist to confirm the receipt of the correct species and that the plants are healthy, disease free, and of proper size prior to planting.
- During final container plant layout to ensure correct ecological positioning.
- When the contractor requests inspection to determine if installation is complete.
- At completion of the 120-day PEP.

8.2 Performance Standards

Performance standards have been established for the restoration site based on the qualitative and quantitative monitoring described below. These standards have been designed specifically for this HMMP as a means of monitoring the project's success. A reference site will be located by the restoration ecologist for comparison of performance results. The reference site will be adjacent to the restoration site within approximately 200 meters of the project boundary and should typify the local communities and natural conditions this plan is designed to create. Performance parameters include multiple measures to achieve pre-construction conditions within the 5-year maintenance period. Restoration success and site performance will be evaluated annually during regularly scheduled

monitoring visits unless otherwise specified. If at any time the restoration site does not appear to be on a trajectory to meet final Year 5 success standards, the biological monitor will recommend remedial actions (adaptive management) to ensure conformance to the HMMP's goals and schedule.

Table 8-1. Mitigation Site Performance Standards

Performance Standard	Plant Establishment Period	Year 1	Year 2 ¹	Year 3	Year 4	Year 5
Native Species²						
Percent <u>absolute</u> cover of all native species	N/A	25%	35%	40%	45% or within 20% of reference site	50% or within 10% of reference site
Percentage <u>absolute</u> cover of native woody species	NA	10%	15%	20%	30% or within 20% of reference site	40% or within 10% of reference site
Percentage <u>absolute</u> cover of native herbaceous species	NA	5%	10%	15%	20% or within 20% of reference site	25% or within 10% of reference site
Nonnative and Invasive Species						
Percentage <u>absolute</u> cover of non-native and invasive woody species ³	0% ⁴	<5%	<5%	<1%	<1%	<1%
Percentage <u>absolute</u> cover of non-native and invasive herbaceous species	0% ⁴	<10%	<5%	<5%	<5%	<5%
Percentage <u>absolute</u> cover of invasive herbaceous species	0% ⁴	<10%	<5%	≤5% invasive grass species <1% all other invasive species	≤5% invasive grass species <1% all other invasive species	≤5% invasive grass species <1% all other invasive species
Other						
Container plant or cutting survival	100%	≈80	N/A	N/A	N/A	N/A
Native flora species richness	N/A	N/A	>Year 1	>Year 2	±30% of reference site	±20% of reference site
Native floral species reproduction and recruitment absolute cover ⁵	N/A	N/A	≥ 5% Presence of seedlings and saplings	≥ 5% Presence of seedlings and saplings	≥ 5% Presence of seedlings and saplings	≥ 5% Presence of seedlings and saplings

Performance Standard	Plant Establishment Period	Year 1	Year 2 ¹	Year 3	Year 4	Year 5
¹ No additional planting will occur after the first year of restoration if channel flooding results in a 30 percent or more loss of cover within temporarily affected areas. ² Native cover success criteria do not apply to shaded areas under the new bridge footprint. ³ Invasive species are those species listed in the CAL-IPC inventory list. ⁴ Qualitative assessment conducted by restoration ecologist prior to PEP sign off ⁵ Absolute cover of seedlings and saplings from hydroseed and/or native recruitment.						

8.3 Qualitative Monitoring

A restoration ecologist with the qualifications outlined previously will direct the plan's qualitative monitoring program. The goal of this monitoring is to proactively assess site conditions to address issues before they become a problem. Qualitative monitoring will include design review of the contractor-designed irrigation system (if needed), performing pre-installation environmental education, and performing all required installation inspections described above. An important feature of the qualitative monitoring is effective coordination with the Maintenance and Installation Contractor to exchange information, provide feedback, and agree on priority maintenance items and potential remedial measures as needed. The restoration ecologist will perform qualitative monitoring throughout the installation period and the 5-year maintenance and monitoring program. Each qualitative monitoring visit will focus on soil conditions (e.g., moisture and fertility), container plant health and growth, seed germination rates, presence of native and nonnative plant species, any significant disease or pest problems, and any erosion problems.

During installation, the restoration ecologist will inspect progress on a weekly basis (or more if needed) and then at least once a month during the PEP. The restoration ecologist will monitor the revegetation zones monthly during the first 2 years of the 5-year maintenance and monitoring program and then quarterly during Years 3, 4, and 5. During each qualitative monitoring site visit, the restoration ecologist will conduct a site overview of the revegetation zones to evaluate the following.

- Overall site conditions.
- General condition of plants, including plant health/vigor and mortality.
- Seed germination rates.
- Native plant recruitment.
- Presence and type of terrestrial fauna using the mitigation site.
- Potential issues, including hydrology, irrigation problems (too much or too little), invasive nonnative species of concern (e.g., tamarisk, pampas grass, and Brazilian pepper tree), vandalism, and other problems that need to be addressed by the installation or maintenance contractor.

It is unrealistic to require a formal plant count, as plant installation will include large quantities of 1-gallon and small rose pot (liner) plantings. As such, the restoration ecologist will be responsible for a visual estimate of plant survival and condition during qualitative monitoring visits. During each annual July/August site visit, the restoration ecologist will assess the need for potential remedial planting during the winter. Recommendations will be included in the October monthly/quarterly memoranda. Recommendations may include supplemental container planting and broadcast/hand seeding.

8.3.1 Qualitative Monitoring Reporting

Following each qualitative monitoring site visit, the restoration ecologist will prepare a short memorandum that will be submitted to RCTD within 2 weeks following each site inspection. These memoranda will focus on issues such as replacement of dead or diseased plants, weeding, irrigation scheduling, trash removal, and pest control. In addition, the restoration ecologist will coordinate with the installation or maintenance contractor for the following.

- Schedule upcoming maintenance based on the maintenance needs and priorities at each of the revegetation zones.
- Walk the revegetation zones to identify any problem issues, including erosion issues, irrigation damage, occurrence of invasive nonnative species, and potential human impacts such as illegal trail use, new encampments, and vandalism.
- Provide support to field maintenance crew in the identification of common native and nonnative species.
- Determine an irrigation schedule (if necessary for a given period of the plan) based on seasonal and annual variation in rainfall, native plant water requirements, and site-specific conditions (e.g., soil condition and slope).

8.4 Quantitative Monitoring

A restoration ecologist with the qualifications specified previously will supervise all quantitative monitoring. At a minimum, quantitative monitoring will consist of point-intercept transects. This data will allow for adaptive management (Section 8.6) decisions to be made, as well as allow site progress to be tracked.

8.4.1 Quantitative Monitoring

Photo-Documentation

Permanent stations for photo-documentation will be established during the implementation period using a GPS unit. These locations and directions will be mapped in the annual monitoring report. The photos will be used to document the installation process in addition to the vegetation establishment. Permanent stations will ensure photographs will be taken from the same photo-point, at the same time of year, and in the same compass direction each year. Following the PEP, photos will be taken at fixed locations and catalogued to be included in the annual reports. The restoration ecologist will determine the appropriate number of photos to be taken annually. Photographs will reflect target habitats discussed in the annual monitoring report, and will document the progress of the site.

Vegetation

The vegetation community will be quantitatively measured using semi-permanent 50-meter transects that will be established randomly in each revegetation zone. Transects will be run perpendicular to the primary channel (in relation to the Santa Ana River), and a photo station will be established at the end farthest from the channel. These transects will be used to determine native and nonnative cover across the entire restoration area during the 5-year maintenance and monitoring program. The use

of permanent transects as a sampling design allows for the removal of spatial variability and increases the ability to detect annual changes in the site. This improves the ability to detect positive or negative trends in the restoration area and allows the project biologist and RCTD to make prompt adaptive management decisions. The exact number and location of the vegetation transects will be decided during Year 1 monitoring.

Outside of the floodplain transects will be marked, otherwise GPS will be used. All posts will also be flagged with neon whisksers for visibility. The location of all transects will be marked using a GPS unit and displayed on a site map in the annual report. Data will be collected each year during late spring/early summer (May to July), and sampling times will be consistent from year to year to minimize variation in the data.

For each transect the “point-intercept method” will be used to record the species. The restoration ecologist will determine the appropriate number of transects to accurately capture the vegetation communities in the revegetation zones. The sampling method is based on a 50-meter-long point-intercept transect centered on a 50 by 5-meter belt transect plot. At each 50-centimeter interval along the transect (beginning at the 50-centimeter mark and ending at the 50-meter mark), a point is projected vertically into the vegetation. Each species intercepted by a point is recorded, providing a tally of hits for each species in the herb, shrub, and tree canopies. The measuring tape will be stretched taught to maintain a consistent sampling area. Both absolute and relative cover for each species according to vegetation layer can be calculated from these data (CNPS 1999). To conduct the measurement, a 50-meter-long tape is laid along the center of the plot and secured at both ends. The observer uses a 1-meter dowel to sight along a vertical line at every 0.5-meter interval. Each species intercepted by the vertical line is tallied by vegetation layer. A total of 100 points along the transect is thus sampled. Species are categorized as herbaceous layer (vegetation shorter than 60 centimeters), shrub layer (60 centimeters to 3 meters), or trees (woody material taller than 3 meters). To measure vegetation change, the native vegetation relative cover in each layer is calculated as follows:

Absolute Cover = number of points covered by a species / total number of possible points x 100%

Relative Cover = number of points covered by a species / total number of points covered by comparison species or vegetation type x 100%

* Total relative cover is always equal to 100%.

The cover of all nonnative and invasive plants, as defined by Cal-IPC’s Invasive Plant Inventory of Priority Species (Cal-IPC 2019), will be calculated for each transect and values will be compared to the reference site. In addition to cover, native species richness will be measured for each belt transect. For each belt transect (centered on the point-intercept transect) all species present will be recorded, and a count of all native species will be presented. Only plants rooted within the belt will be counted. The native species richness of each belt transect will be compared to the performance standards. In addition, and for the purpose of documenting what is occurring at the site, a complete list of additional species occurring within each restoration zone and across the site will be recorded to measure total species richness.

8.4.2 Sampling Design and Statistical Rigor

The monitoring program has been designed to maximize RCTD’s ability to characterize the site and detect change while minimizing costs. Using permanent sampling units allows for higher power with

fewer samples because variability in space is removed, as the sampling units are in the same place year after year.

8.5 Annual Monitoring Reports

The results of the monitoring and maintenance efforts will be summarized in annual reports to be submitted to RCTD and agencies 60 days after the completion of each maintenance and monitoring year. Annual reports will include descriptions of maintenance activities, trends and general site conditions, qualitative data collected over the entire year, annual quantitative data collection, comparison against performance standards, recommendations, and photographs spanning the year.

8.6 Adaptive Management Plan

Pursuant to Code of Federal Regulations (CFR), Title 33, Section 332.7(c) of the 2008 Mitigation Rule (33 CFR 325 and 332, and 40 CFR 230), the plan must include an adaptive management strategy to account for unforeseen problems in the implementation, short-term development, and overall success of the mitigation program. RCTD will ensure that an experienced restoration ecologist who is familiar with the mitigation design and goals is on site during each phase of the HMMP. The most critical time for adaptive management will be during implementation, which will include initial site preparation and nonnative species removal through grading and planting activities. Correcting problems at this early stage should reduce potential problems during site development. During implementation, the restoration ecologist will be responsible for early detection of problems and will adapt the plan as needed. The restoration ecologist will be responsible for the specified native plants being installed in the proper location and densities and for adjusting those specifications as needed to accommodate site conditions or other issues such as a species being unavailable. The restoration ecologist will train the planting crews on the proper methodology to plant each container type correct problems as needed.

Interim performance standards are crucial to ensuring mitigation performance follows a trajectory to attain final mitigation success. Although not anticipated, if these interim performance standards are not achieved during annual monitoring, the restoration ecologist will work with the mitigation team and regulatory agencies if these problems require substantial action. A substantial action needing agency coordination could involve channel instability, large-scale infestation by invasive, nonnative plants and animals, a need to replant more than 20% of the site to improve species cover or diversity, or supplemental soil amendments. The team will prepare a recommendation and gain agency approval prior to implementation. Minor problems, such as trash, vandalism, isolated instances of plant mortality, or small-scale weed or pest infestations, will be rectified as they are discovered during routine site monitoring and maintenance and included in annual reporting.

In some cases when performance standards are not being met, a site may be viewed as performing correctly and performance standards may be determined to have been incorrectly estimated. In these cases, RCTD may request performance standards to be modified in accordance with 33 CFR 332.7(c)(4).

If the mitigation site has not met the performance criteria, and the criteria are considered accurate and reasonable, the maintenance and monitoring obligations will continue until performance criteria are achieved or alternative contingency measures will be negotiated with regulatory agencies. RCTD

understands that failure of any significant portion of the mitigation site may result in a requirement to replace that portion of the site and/or extend the monitoring and maintenance period until all success standards are met.

8.7 Project Sign Off

Upon achievement of the 5-year ecological performance standards and completion of the 5-year maintenance and monitoring period, RCTD and its restoration ecologist will prepare a Final Monitoring Report and Notice of Completion. The final report will detail whether all the requirements of the mitigation program have been met and make any necessary recommendations for modifications to the long-term management plan or initial funding amount.

The final report will be submitted to the regulatory agencies for verification of successful completion and final acceptance, and RCTD will extend an invitation for a final agency site visit. Pursuant to Section 8.6, *Adaptive Management Plan*, the restoration ecologist will consult with regulatory agencies annually if substantial remedial actions are needed to achieve performance standards. Should any of the restoration areas fail to meet the plan's final performance standards at the end of the 5-year maintenance and monitoring period, RCTD will consult with the resource agencies to determine if any additional actions are needed to attain the 5-year ecological performance standards or if alternative mitigation options need to be pursued.

Chapter 9 References

- California Department of Fish and Wildlife (CDFW). 2018. Notification of Lake or Streambed Alteration: Fish and Game Code Section 1602 – DFW 2023 (REV. 01/01/18). Riverside County Transportation Department.
- ICF. 2017. *Jurisdictional Delineation Report for the Hamner Avenue Bridge Replacement Project*. September 2017.
- ICF. 2019. *Hamner Avenue Bridge Replacement Project MSHCP Consistency and Determination of Biologically Equivalent or Superior Preservation*. February 2019.
- National Weather Service (NWS). 2019a. *1981-2010 U.S. Climate Normals, Riverside Municipal Airport*. NOWData - NOAA Online Weather Data. Available: <https://w2.weather.gov/climate/xmacis.php?wfo=sgx>. Accessed: December 2019.
- National Weather Service (NWS). 2019b. *1998-2019 Average Temperature and Precipitation, Riverside Municipal Airport*. NOWData - NOAA Online Weather Data, Period of record: 1998-04-01 to 2019-12-03. Available: <https://w2.weather.gov/climate/xmacis.php?wfo=sgx>. Accessed: December 2019.
- Sawyer, J. O., T. Keeler-Wolf, and J. M. Evens. 2009. *A Manual of California Vegetation, Second Edition*. California Native Plant Society, Sacramento. 1300 pp.
- U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS). 2015. *Hydric Soils List for California*. Available: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/use/hydric/>. Accessed: December 2015.
- . 2017. *Soil Survey Geographic (SSURGO) Database for Riverside County, California*. Soil Survey Staff.
- United States Geological Survey (USGS). 1967. *7.5-Minute Corona North, Corona South, Ontario, Guasti, Fontana, Riverside West, and Prado Dam*. Topographic Quadrangle Map. Photo revised 1980, 1981, 1988.
- California Department of Fish and Wildlife (CDFW). 2018. Notification of Lake or Streambed Alteration: Fish and Game Code Section 1602 – DFW 2023 (REV. 01/01/18). Riverside County Transportation Department.



**Figure 1
Regional-Vicinity
Hamner Avenue Bridge Replacement Project**

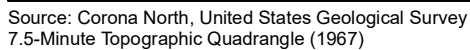


Figure 2
Project Location - USGS Topographic Map
Hamner Avenue Bridge Replacement Project

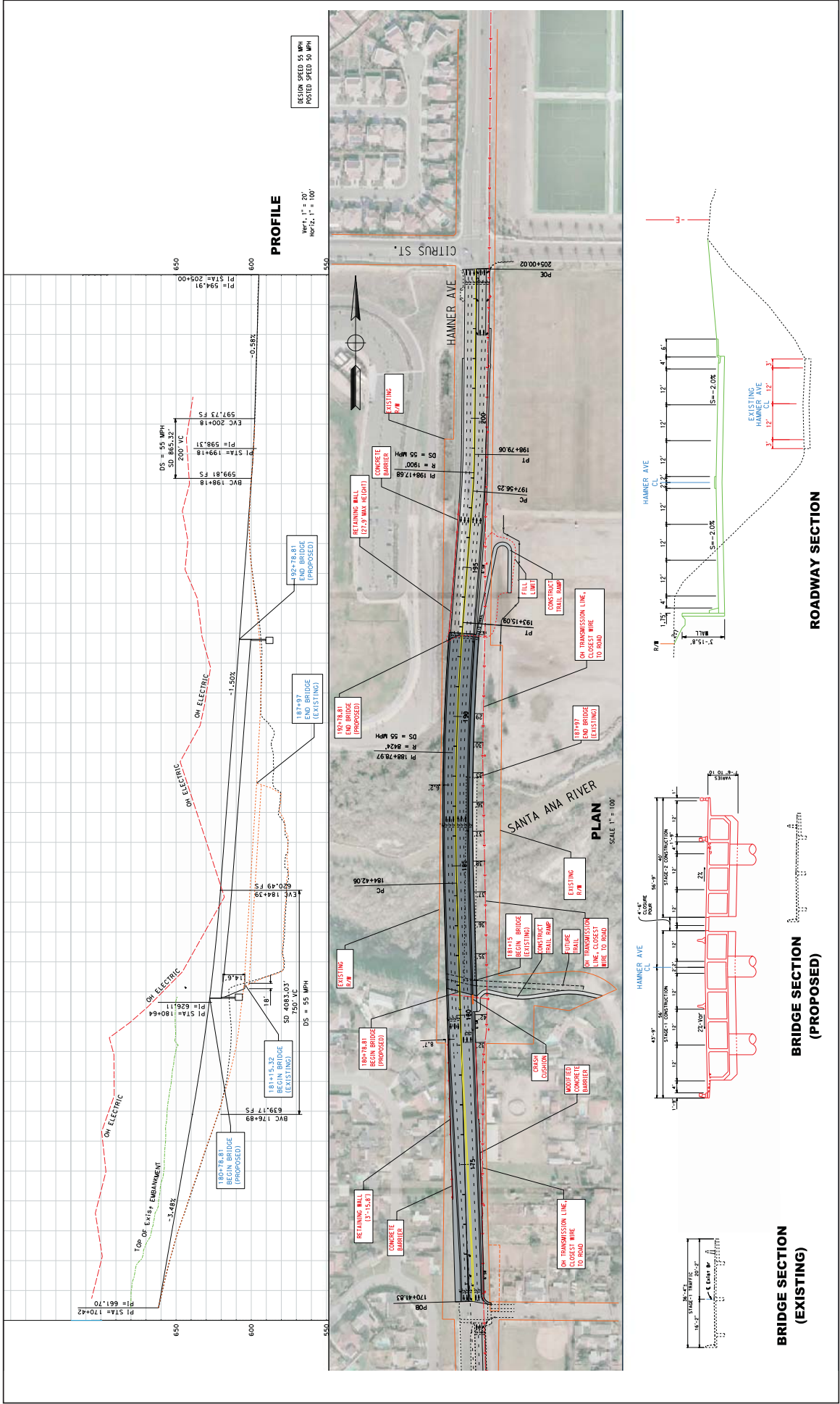
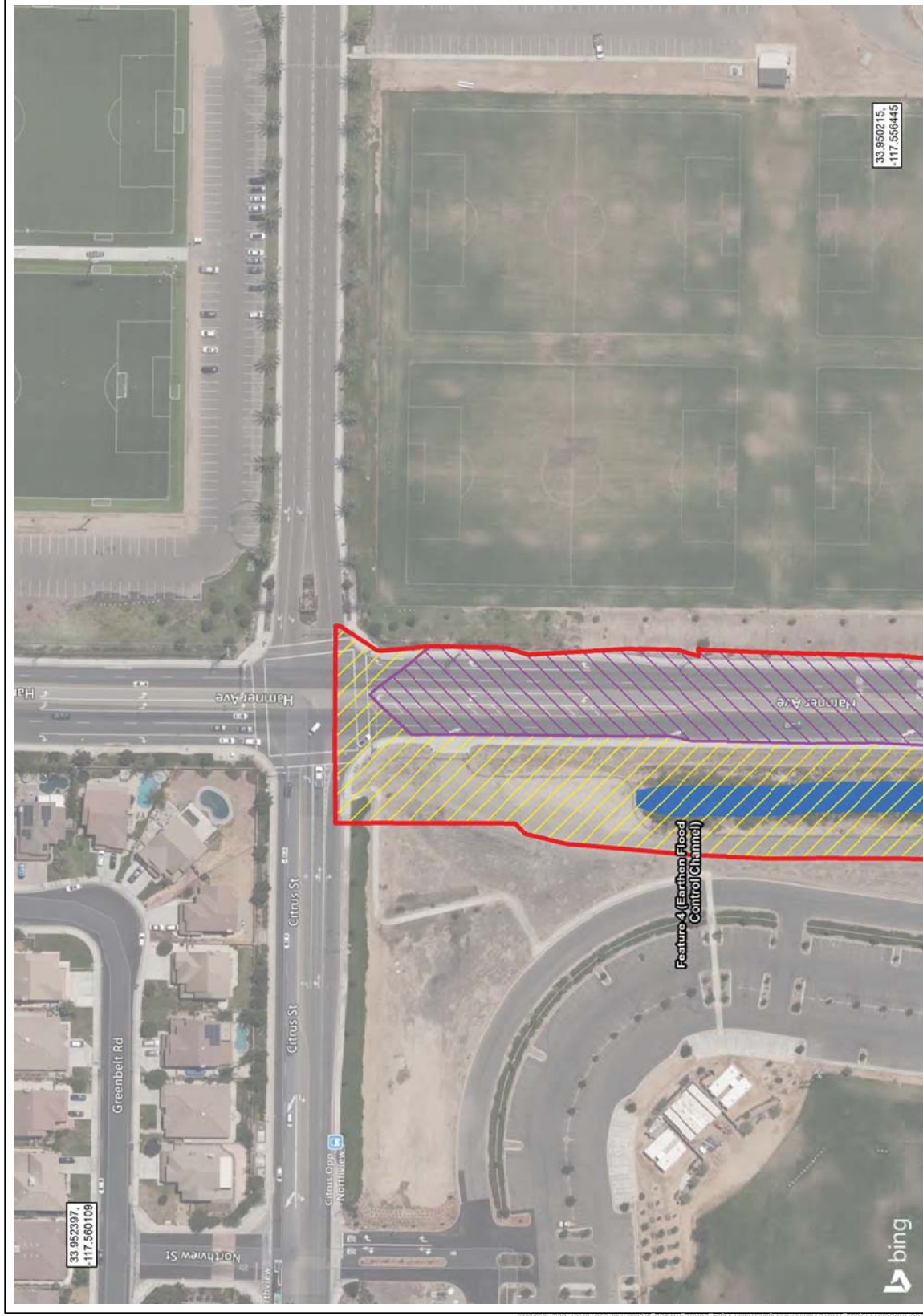


Figure 3
Project Build Plan
Hammer Avenue Bridge Replacement Project



- Legend**
- Limits of Disturbance
 - Temporary Impacts
 - Permanent Impacts
 - - - Swale
 - RCRC Conservation Lands
 - USACE/RWQCB Jurisdiction**
 - Non-Wetland Waters of the U.S.
 - Wetland Waters of the U.S.

Figure 4, Sheet 1 of 4
USACE/RWQCB Jurisdictional Impacts
Hamner Avenue Bridge Replacement Project

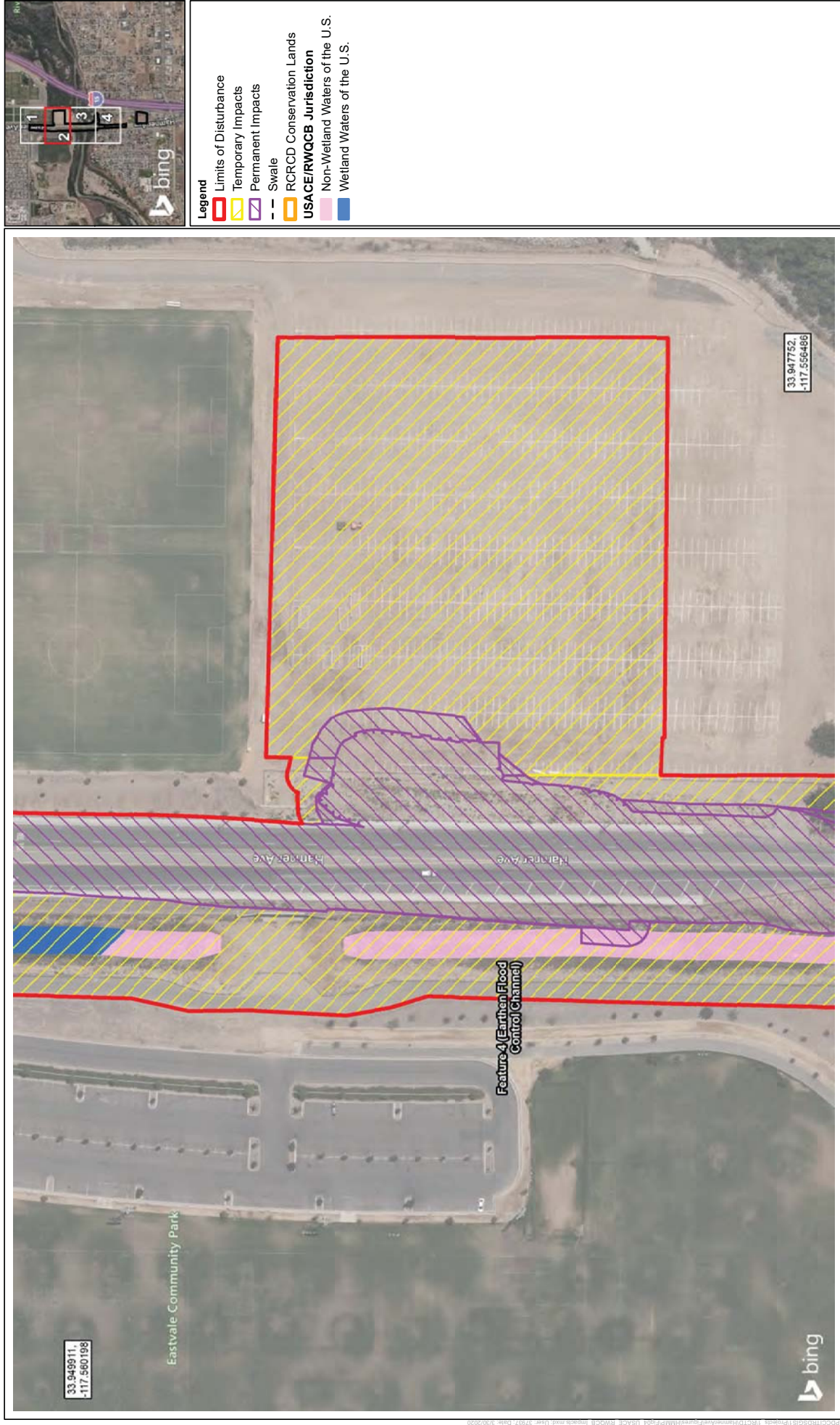


Figure 4, Sheet 2 of 4
 USACE/RWQCB Jurisdictional Impacts
 Hammer Avenue Bridge Replacement Project

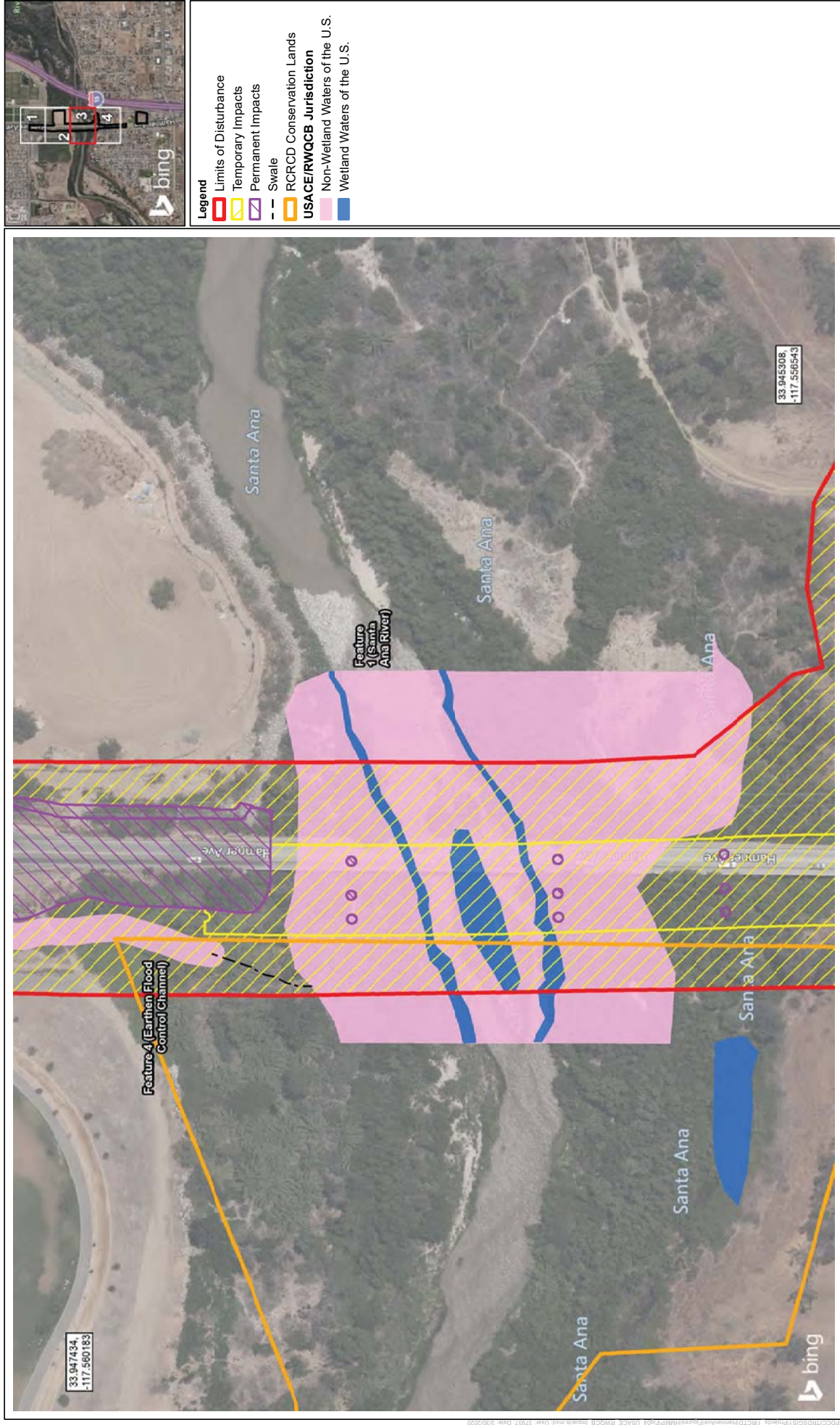


Figure 4, Sheet 3 of 4
 USACE/RWQCB Jurisdictional Impacts
 Hamner Avenue Bridge Replacement Project

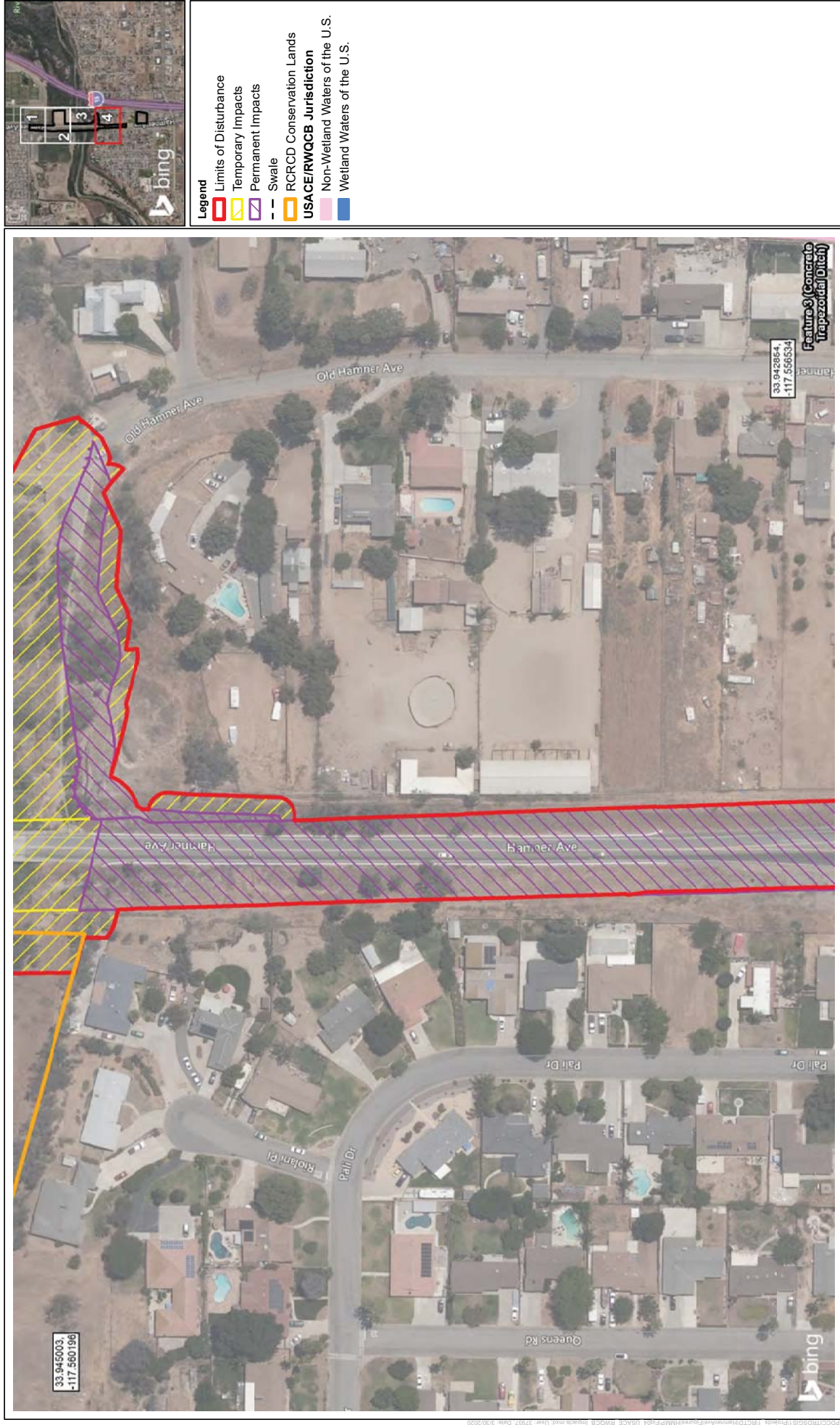
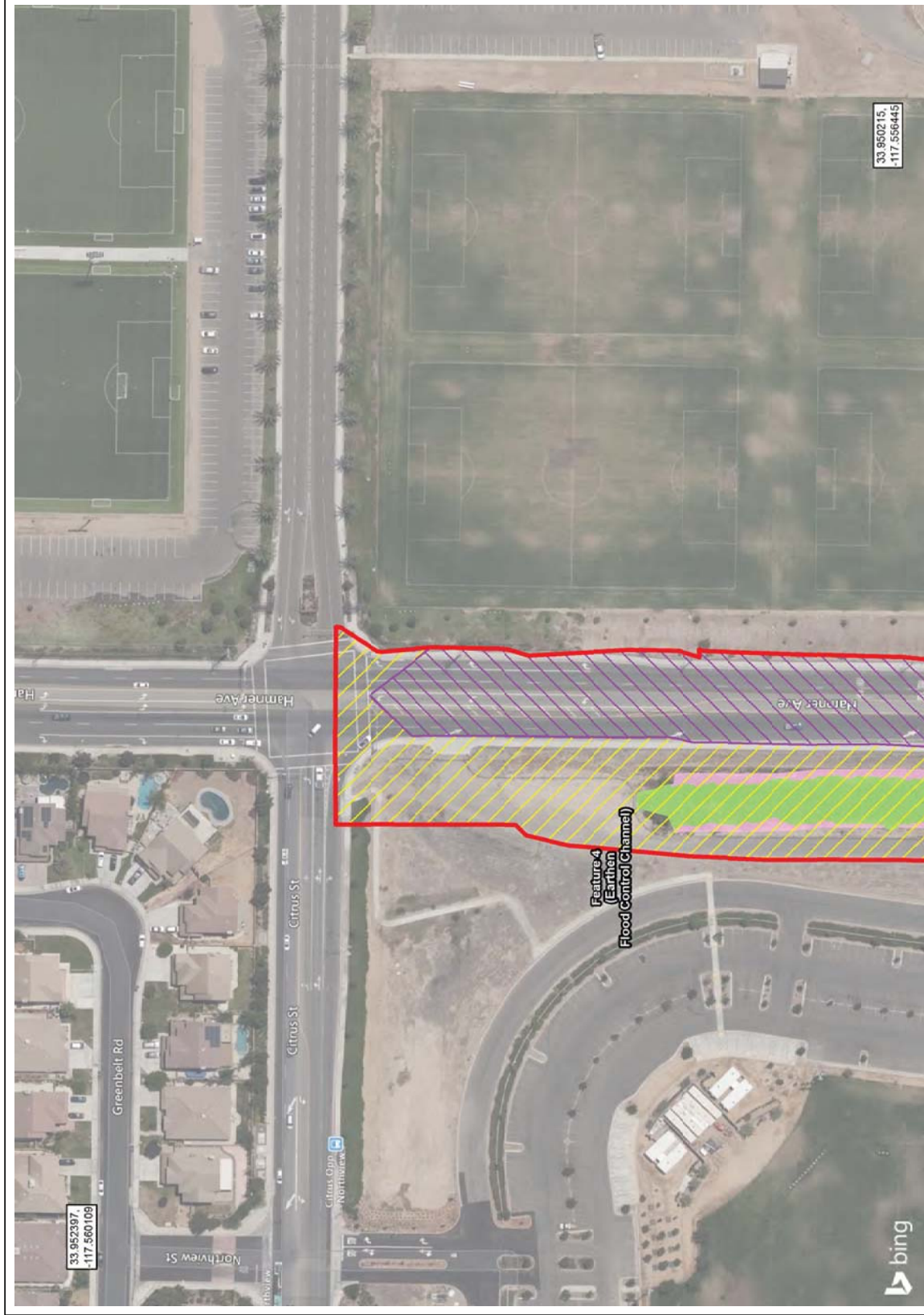


Figure 4, Sheet 4 of 4
 USACE/RWQCB Jurisdictional Impacts
 Hamner Avenue Bridge Replacement Project



- Legend**
- Limits of Disturbance
 - Temporary Impacts
 - Permanent Impacts
 - - - Swale
 - RCRCD Conservation Lands
 - CDFW Jurisdiction
 - Riparian
 - Unvegetated Streambed

Figure 5, Sheet 1 of 4
 CDFW Jurisdictional Impacts
 Hamner Avenue Bridge Replacement Project

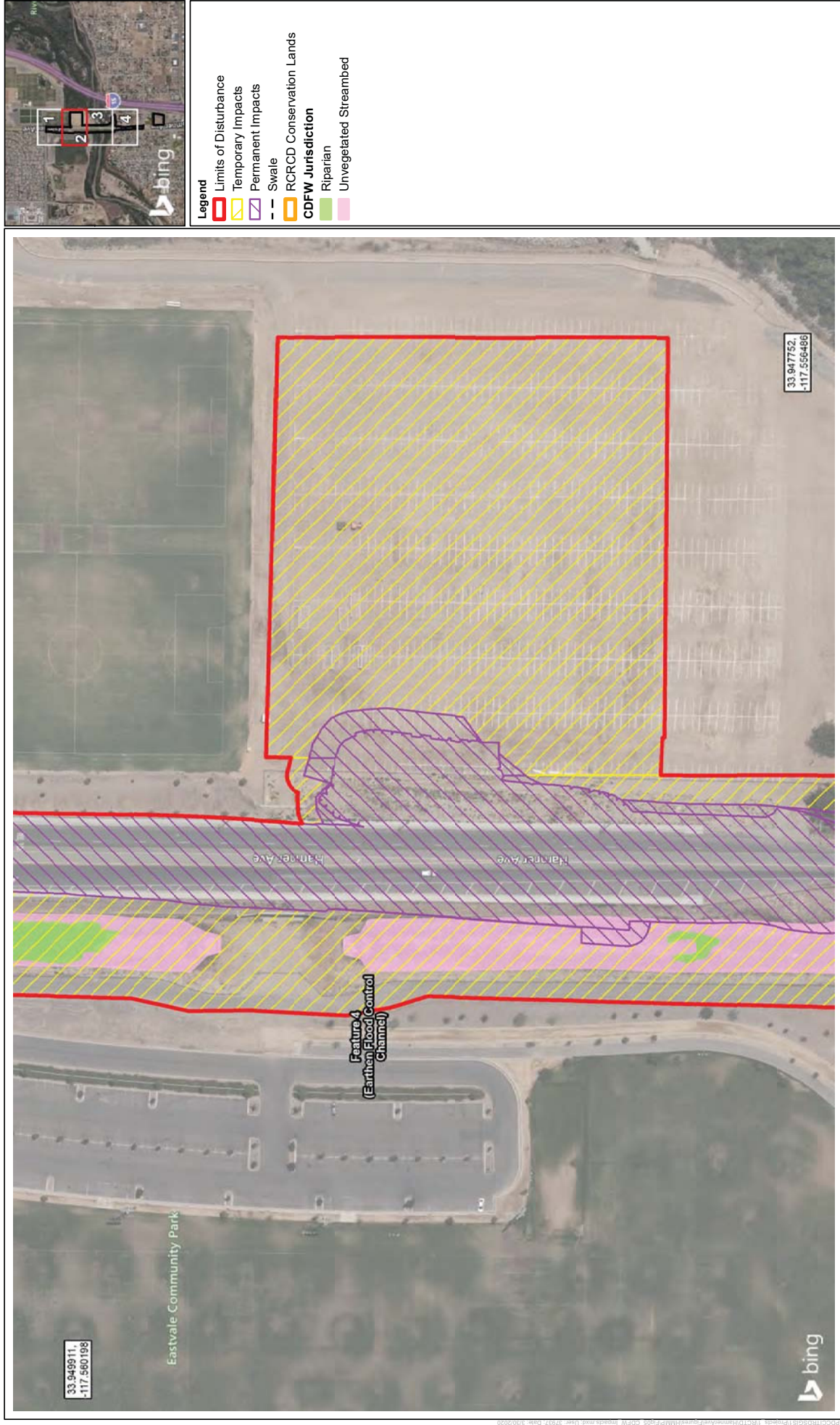


Figure 5, Sheet 2 of 4
CDFW Jurisdictional Impacts
Hamner Avenue Bridge Replacement Project

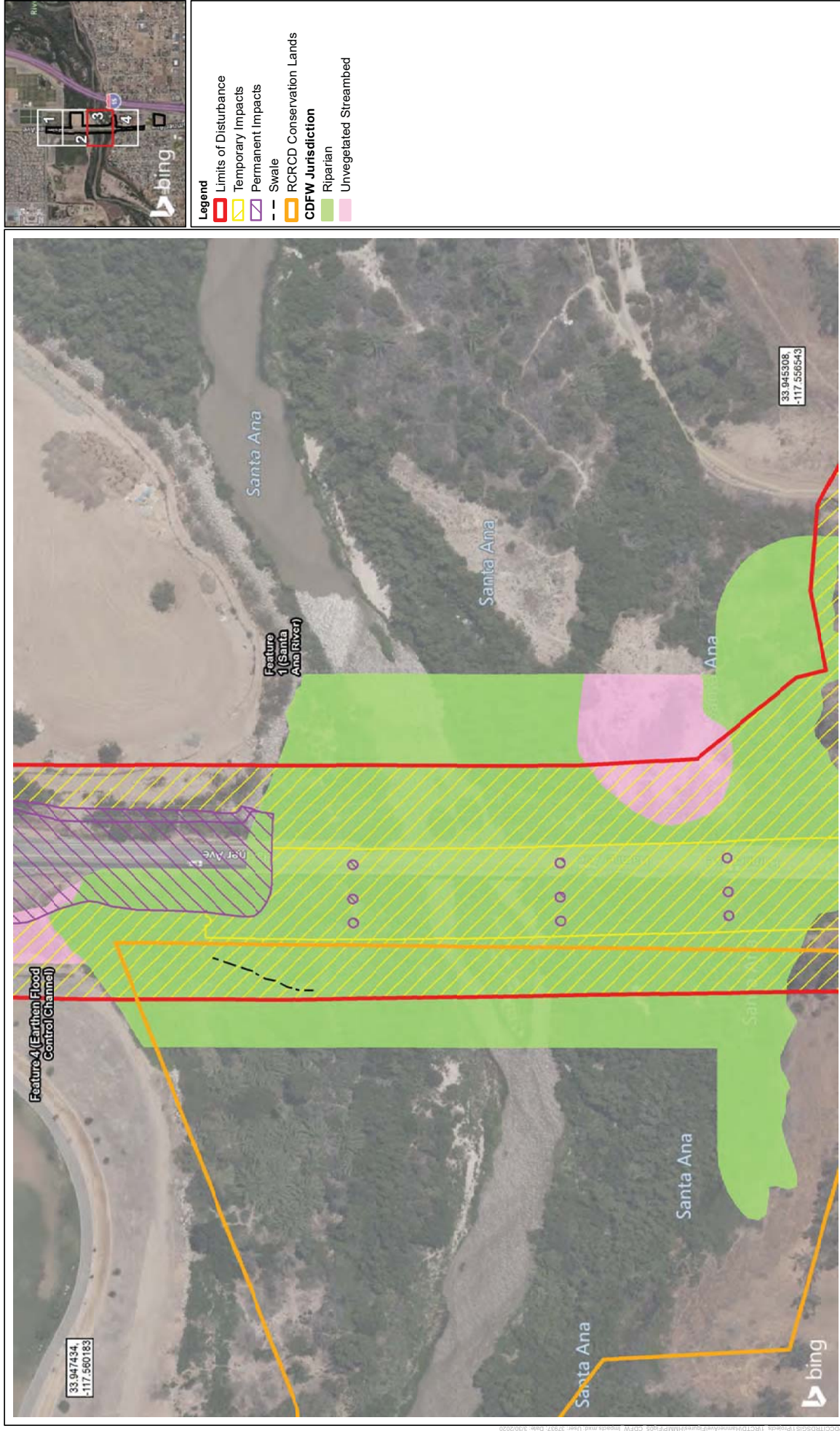


Figure 5, Sheet 3 of 4
CDFW Jurisdictional Impacts
Hamner Avenue Bridge Replacement Project

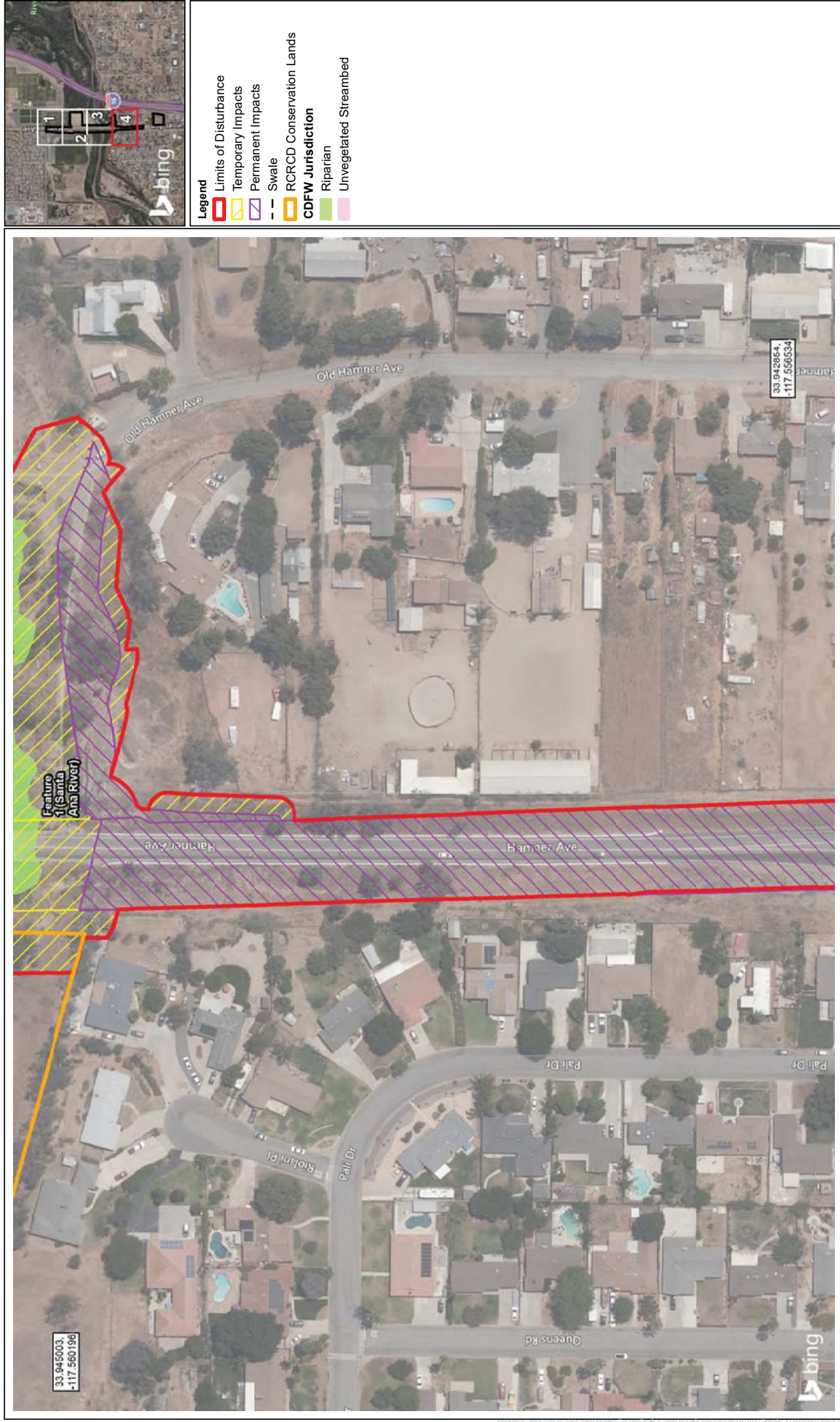


Figure 5, Sheet 4 of 4
CDFW Jurisdictional Impacts
Hammer Avenue Bridge Replacement Project



Figure 6, Sheet 1 of 3
Vegetation Impacts
Hammer Avenue Bridge Replacement Project

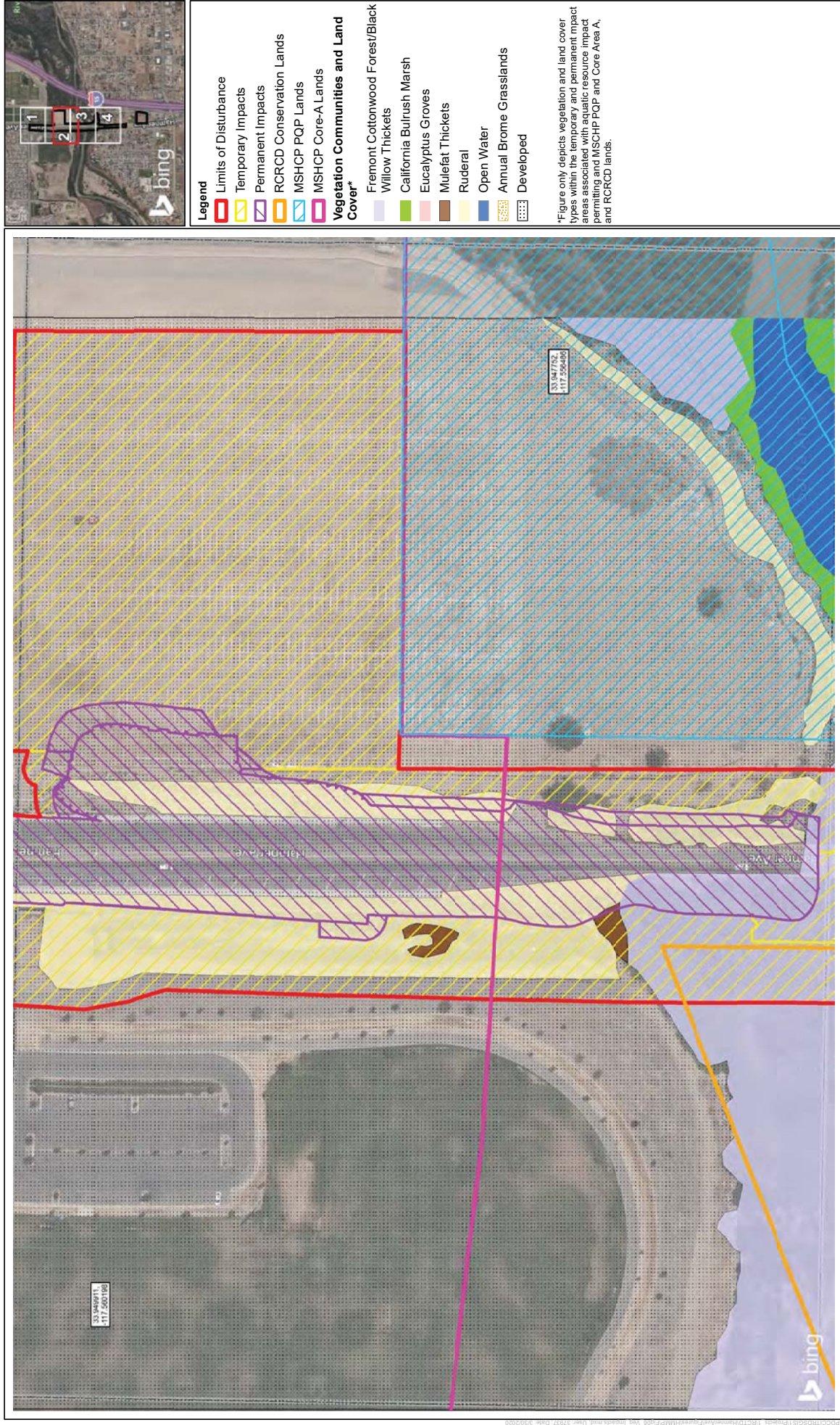


Figure 6, Sheet 2 of 3
Vegetation Impacts
Hammer Avenue Bridge Replacement Project

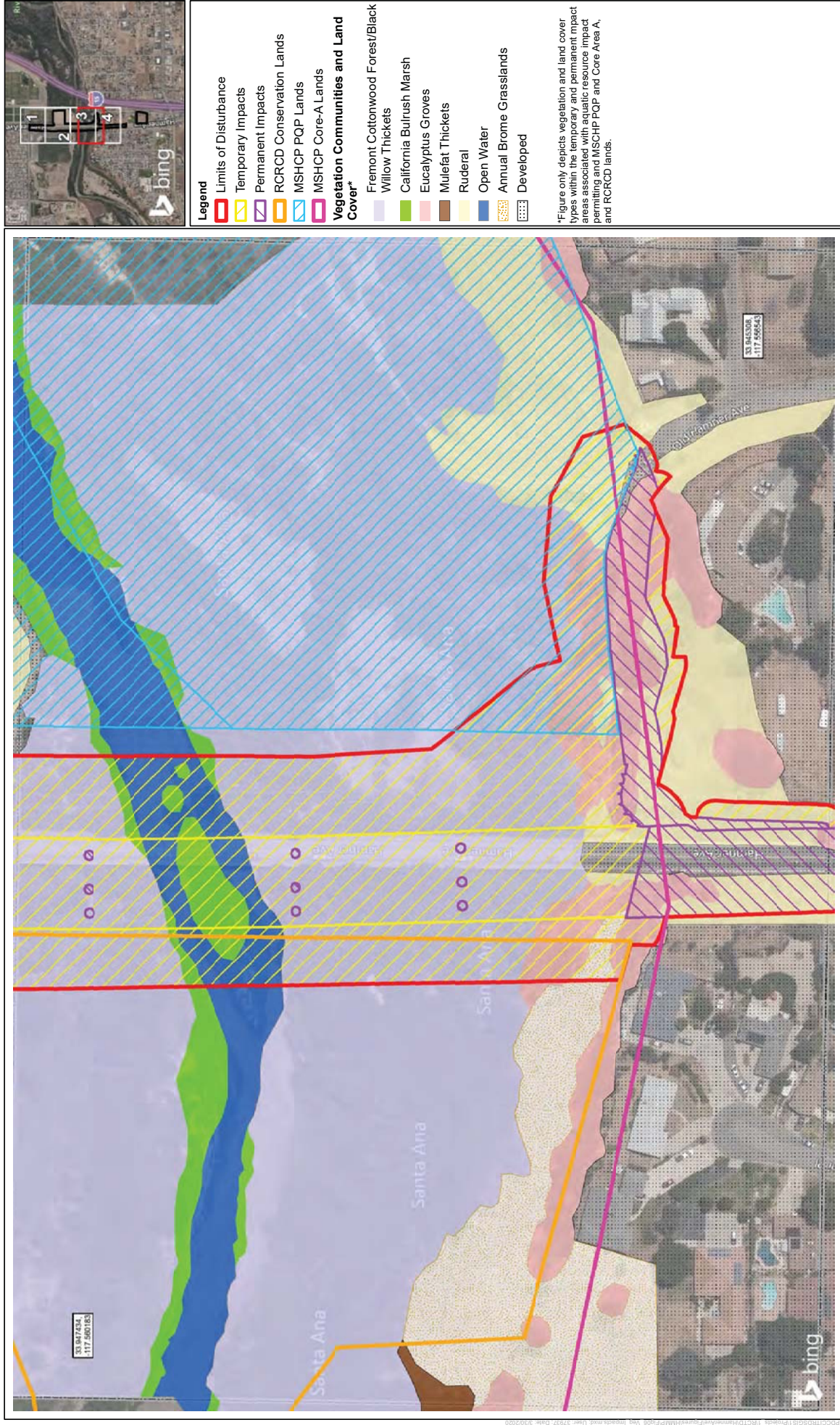


Figure 6, Sheet 3 of 3
Vegetation Impacts
Hammer Avenue Bridge Replacement Project



Legend	
Mitigation Areas	
Landscaping - No Mitigation	
12-ft. Box Culvert	
12-in Circular Culvert	
Revegetation Zones	
Detention Basin	
Floodplain	
Slope/Transitional	
Restoration Areas	
California Bulrush Marsh	
Chaparral/Coastal Sage Scrub	
Fremont's Cottonwood/Forest/Black Willow Thicket (Non-Floodplain Areas)	
Fremont's Cottonwood/Forest/Black Willow Thicket	
Restoration (Santa Ana River Floodplain)	
Mule Fat Thicket	
Project Limits, Impacts, and Land Management	
Limits of Disturbance	
Temporary Impacts	
Permanent Impacts	
MSHCP Existing Core A	
MSHCP Public / Quasi-Public Conserved Lands	
RORCD Conservation Lands	

Figure 7, Sheet 1 of 3
Restoration Design
Hammer Avenue Bridge Replacement Project

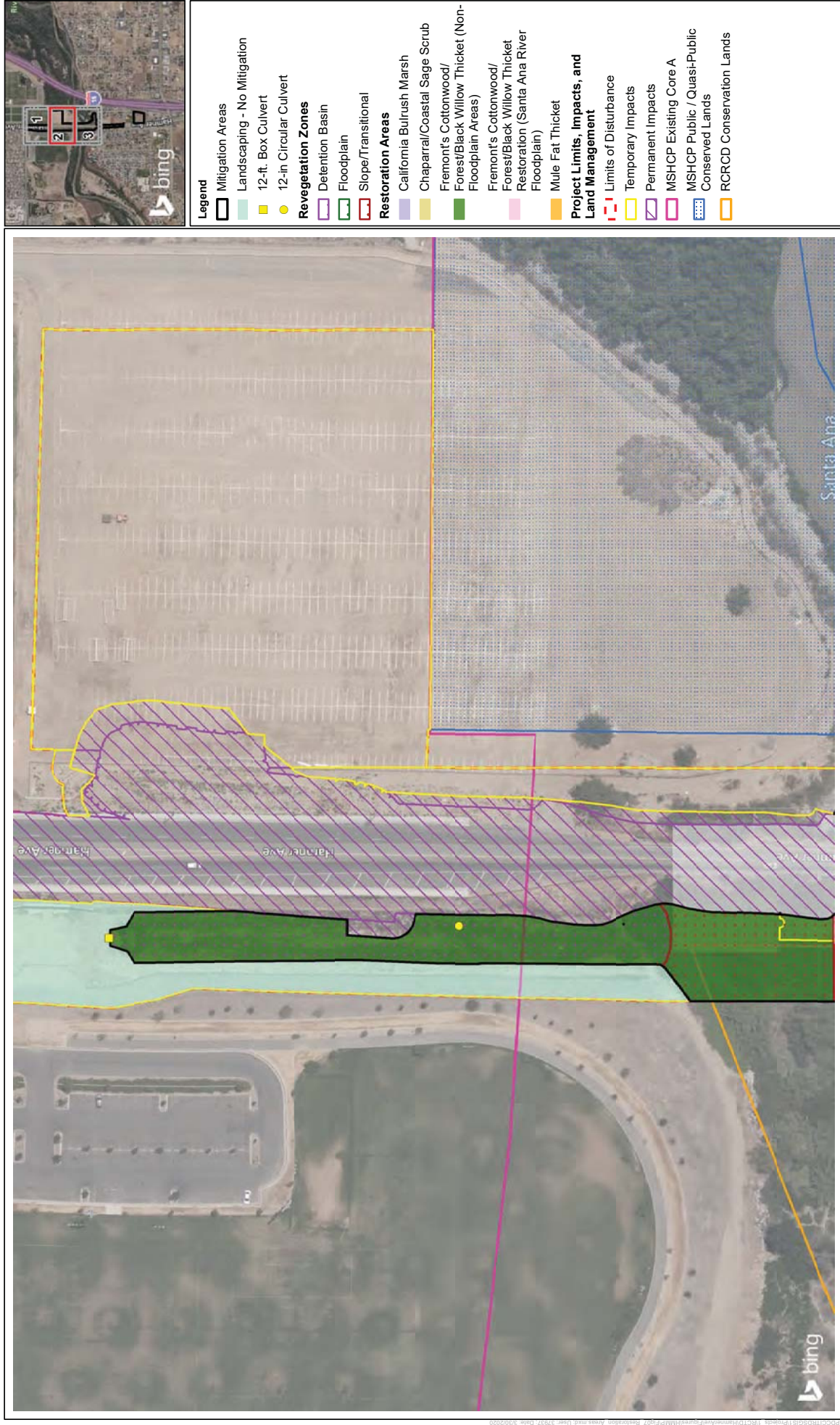


Figure 7, Sheet 2 of 3
Restoration Design
Hammer Avenue Bridge Replacement Project

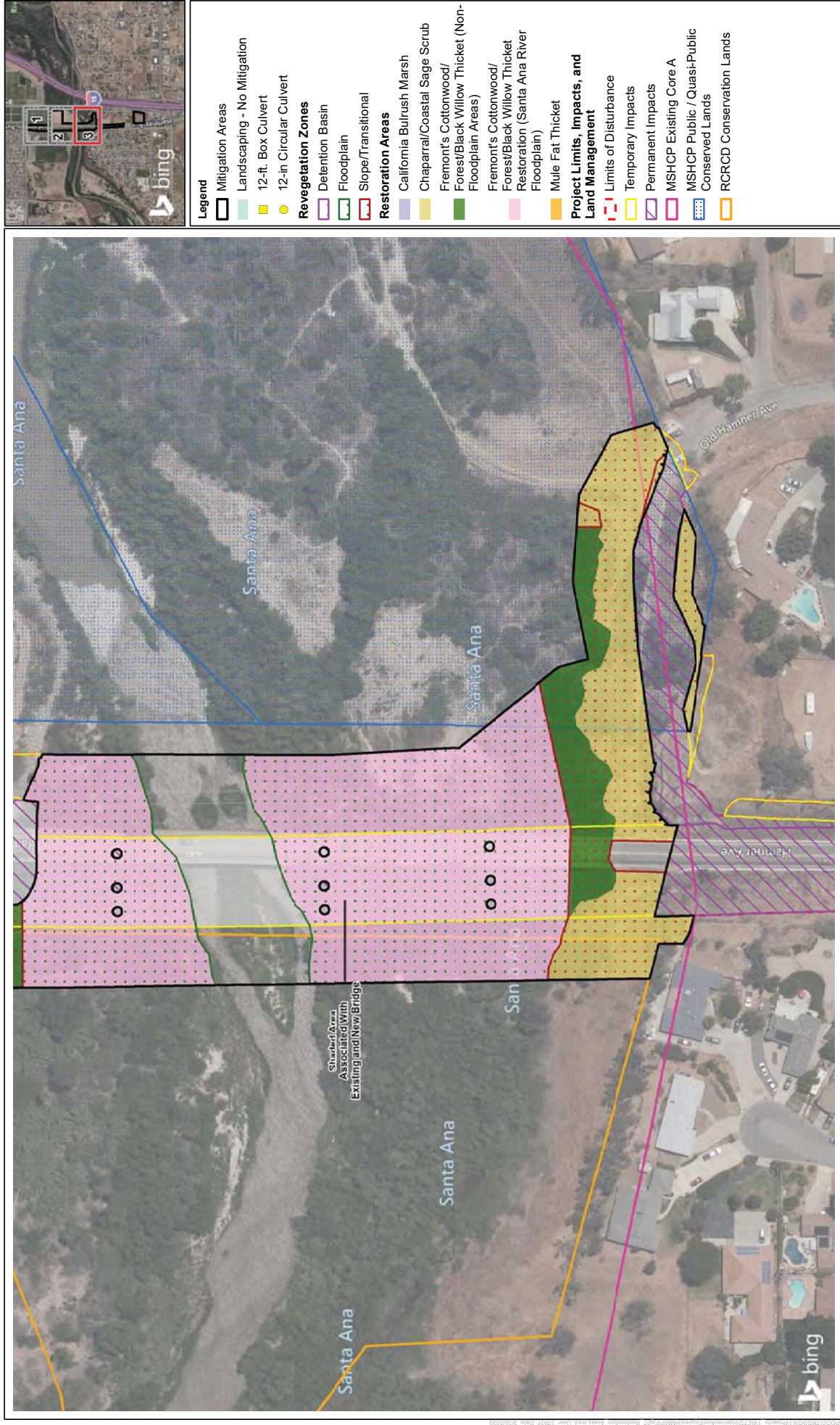


Figure 7, Sheet 3 of 3
Restoration Design
Hammer Avenue Bridge Replacement Project

Appendix D

Federal Prevailing Wage Decision

APPENDIX D

Federal Prevailing Wage Decision

"General Decision Number: CA20240025 09/20/2024

Superseded General Decision Number: CA20230025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

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

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

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 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 2024.

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	01/05/2024
1	01/12/2024
2	01/19/2024

3	02/23/2024
4	03/08/2024
5	05/24/2024
6	06/28/2024
7	07/05/2024
8	07/12/2024
9	08/09/2024
10	08/16/2024
11	08/23/2024
12	09/06/2024
13	09/13/2024
14	09/20/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "Rates" column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		

DRYWALL INSTALLER/LATHER.....\$	51.60	16.28
STOCKER/SCRAPPER.....\$	22.16	8.62

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....\$	21.85	7.15

 ELEC0440-001 01/01/2024

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....\$	53.76	3%+27.50
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....\$	36.99	3%+23.18
Technician.....\$	27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$	70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$	53.30	22.01
(3) Groundman.....\$	40.76	21.51
(4) Powderman.....\$	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$	66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or

gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types -

drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then

continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing		
and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25

(2) Vehicle Operator/Hauler..\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....\$ 42.71	18.25
(4) Electronic Tracking Locator.....\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)	
GROUP 1.....\$ 41.90	21.32
GROUP 2.....\$ 43.20	21.32
GROUP 3.....\$ 45.21	21.32
GROUP 4.....\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1184-002 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....\$ 45.68		23.30
GROUP 2.....\$ 46.00		23.30
GROUP 3.....\$ 46.46		23.30
GROUP 4.....\$ 47.15		23.30
LABORER		
GROUP 1.....\$ 36.39		21.04
GROUP 2.....\$ 36.94		21.04
GROUP 3.....\$ 37.49		21.04
GROUP 4.....\$ 39.04		21.04
GROUP 5.....\$ 39.39		21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber

material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and
Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE,
RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

* TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34
GROUP 12.....	\$ 42.05	34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval
Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare
Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control
pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

=====
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)).

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

(current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was 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.

01/03/2024 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.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

Appendix E

Additional Federal Requirements Exhibits

Additional Federal Requirements Exhibits

Table of Contents

1. Schedule B – Information for Determining Joint Venture Eligibility

Federal Required Contract Provisions, Federal Aid Construction Contracts
(08-07-95, CalT 06-29-12)

Pages 1 through 2 of 40

2. Form FHWA 1273 and Attachments

Federal Required Contract Provisions, Federal Aid Construction Contracts (October 23, 2023)

Attachments:

- Attachment A, for Appalachian contracts, referenced in this form FHWA 1273 is excluded,
- Female and Minority utilization goals to comply with Section II, “Nondiscrimination”, subsection 4.a, “Recruitment”,
- Title VI Assurances, Appendix A
- Title VI Assurances, Appendix E
- Prohibition of Certain Telecommunications and Video Surveillance Equipment and Services .

The contractor (or subcontractor) must insert this form and attachments, without modifications, in each subcontract and further require its inclusion in all lower tier subcontracts.

(October 2023)

Pages 3 through 19 of 40

3. Caltrans LAPM, Exhibit 9-I

DLA DBE Confirmation

(January 2023)

Page 20 of 40

4. Caltrans LAPM, Exhibit 9-J

DLA DBE Commercially Useful Function Evaluation

(May 2023)

Pages 21 through 28 of 40

5. Caltrans LAPM, Exhibit 9-K

DLA DBE Joint Check Agreement Request

(May 2023)

Pages 29 through 30 of 40

6. Caltrans LAPM, Exhibit 9-P

Prompt Payment Certification

(May 2023)

Pages 31 through 32 of 40

7. Caltrans LAPM, Exhibit 16-B

Subcontracting Request

(December 2021)

Pages 33 through 34 of 40

8. Caltrans LAPM, Exhibit 16-Z1

Monthly Disadvantaged Business Enterprises (DBE) Trucking Verification

(January 2018)

Pages 35 through 36 of 40

9. Caltrans LAPM, Exhibit 17-F

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

(January 2023)

Pages 37 through 38 of 40

10. Caltrans LAPM, Exhibit 17-O

Disadvantaged Business Enterprises (DBE) Certification Status

(07-23-15)

Pages 39 through 40 of 40

Schedule B—Information for Determining Joint Venture Eligibility

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in the General Conditions.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining **Joint Venture** Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. ____

 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership in the venture? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

b. Management decisions, such as:

4. Purchasing of major items or supplies _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

V.060719

[Seal]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre- apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining

agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications.

(1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance.

(1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof..

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements

(b) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name, address, Social Security number, last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked in total and on each covered contract, deductions made and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements

(1) *Frequency and method of submission.* The contractor and subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only need include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. Required disclosures and access

(1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraph 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must

permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices

(1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages.

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the

same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its repurchase costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

Attachments to Form FHWA 1273

- Attachment A, for **Appalachian contracts**, referenced in this form FHWA 1273 is **excluded**,
- Female and Minority utilization goals to comply with Section II, “Nondiscrimination”, subsection 4.a, “Recruitment”,
- Title VI Assurances, Appendix A
- Title VI Assurances, Appendix E
- Prohibition of Certain Telecommunications and Video Surveillance Equipment and Services

FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
177	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1

	2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

TITLE VI ASSURANCES

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds 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 uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE

Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)

If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5th day of bid opening.

Total

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DBE's Authorized Representative

Printed Name of DBE's Authorized Representative

Title of DBE's Authorized Representative

Date

**DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION**

DOT LAPM 9-J (NEW 05/2023)

Page 1 of 8

PROJECT DESCRIPTION	DISTRICT	FEDERAL PROJECT NUMBER
PROJECT LOCATION	COUNTY	LOCAL PUBLIC AGENCY (LPA)
CONTRACTOR NAME	AWARD AMOUNT \$	

Complete a Commercially Useful Function (CUF) evaluation for each Disadvantaged Business Enterprise (DBE) company performing on a federal-aid contract, with or without a DBE goal. Perform the evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

EVALUATOR INFORMATION

EVALUATOR'S NAME	EMAIL ADDRESS	EVALUATION DATE
EVALUATOR'S TITLE	PHONE NUMBER	

PRIME CONTRACTOR EVALUATION MEETING INFORMATION☐ N/A

CONTRACTOR REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
CONTRACTOR REPRESENTATIVE TITLE		

DBE CONTRACT COMMITMENT

DBE Total Contract Commitment	DBE Company Commitment	DBE Company Work Completed to Date
% \$	% \$	% \$

DBE COMPANY INFORMATION

DBE COMPANY NAME	COMPANY EMAIL ADDRESS	COMPANY PHONE NUMBER
DBE COMPANY OWNER	DBE ADDRESS	
NAICS CODES	WORK CODES	
ADDRESS LOCATION <input type="checkbox"/> Storefront <input type="checkbox"/> Warehouse <input type="checkbox"/> Yard <input type="checkbox"/> Manufacturing Plant or Facility		OPEN TO THE PUBLIC? <input type="checkbox"/> Yes <input type="checkbox"/> No
DBE REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
DBE REPRESENTATIVE TITLE		

BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK (Include the bid item number and item description)

☐ Attach a copy of subcontract agreement or purchase order as applicable.

TYPE OF DBE

DBE company is performing as:

- | | | |
|---|---|--|
| <input type="checkbox"/> Prime Contractor (Section 1) | <input type="checkbox"/> Trucking (Section 2) | <input type="checkbox"/> Professional Services (Section 5) |
| <input type="checkbox"/> Subcontractor (Section 1) | <input type="checkbox"/> Regular Dealer (Section 3) | <input type="checkbox"/> Broker (Section 6) |
| <input type="checkbox"/> Tier Subcontractor (Section 1) | <input type="checkbox"/> Manufacturer (Section 4) | |

Complete the appropriate section to document the evaluation.

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

Page 2 of 8

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION DETERMINATION

For the DBE performing a Commercially Useful Function, the DBE CUF evaluation identified:

☐ No Deficiencies

☐ The Following Deficiencies:

Number	CUF Deficiency
1	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY
2	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY

For Commercially Useful Function full credit, the DBE CUF evaluation identified:

☐ No Inadequacies

☐ The Following Inadequacies:

Number	CUF Inadequacy
1	SECTION
	QUESTION
	DESCRIPTION OF INADEQUACY

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION

DOT LAPM 9-J (NEW 05/2023)

Page 3 of 8

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE CUF DETERMINATION

- ☐ **DBE is Performing a Commercially Useful Function**
Based on the evaluation, the DBE is performing a Commercially Useful Function.
- ☐ **DBE is Not Performing a Commercially Useful Function**
Based on the evaluation, the DBE was not performing a Commercially Useful Function.

EVALUATOR NAME	SIGNATURE	DATE
----------------	-----------	------

CONTRACTOR CERTIFICATION

☐ LPA Evaluation

I certify under penalty of perjury that the information provided in this form is complete and accurate.

CONTRACTOR NAME	SIGNATURE	DATE
-----------------	-----------	------

LPA VERIFICATION

The information provided in this form has been verified to be complete and accurate.

COMPLETENESS

VERIFIED BY NAME - INSPECTOR	SIGNATURE	DATE
------------------------------	-----------	------

BASED ON CERTIFIED PAYROLLS

VERIFIED BY NAME - RESIDENT ENGINEER	SIGNATURE	DATE
--------------------------------------	-----------	------

BASED ON ATTACHMENTS & DOCUMENTS

VERIFIED BY NAME - DBE LIAISON	SIGNATURE	DATE
--------------------------------	-----------	------

NO RESPONSES & CUF DETERMINATION

VERIFIED BY NAME - EMPLOYEE IN RESPONSIBLE CHARGE	SIGNATURE	DATE
---	-----------	------

RESIDENT ENGINEER CERTIFICATION

I certify that I have reviewed the information submitted in this DBE CUF evaluation and have made the following CUF determination:

- ☐ **DBE is Performing a Commercially Useful Function**
- ☐ **DBE is Not Performing a Commercially Useful Function**

RESIDENT ENGINEER NAME	SIGNATURE	DATE
------------------------	-----------	------

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISE
COMMERCIALLY USEFUL FUNCTION EVALUATION
 DOT LAPM 9-J (NEW 05/2023)

Page 4 of 8

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

COMPLETED EVALUATIONS SUBMITTAL

Submit DBE Commercially Useful Function Evaluation to the Contractor	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the DBE company	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the LPA Labor Compliance Office	SUBMITTED BY NAME	DATE
Submit non-compliant DBE Commercially Useful Function Evaluation to LPA Resident Engineer	SUBMITTED BY NAME	DATE

ATTACHMENTS

Record or Document	File Name
<input type="checkbox"/> Subcontract Agreement	
<input type="checkbox"/> Purchase Order	
<input type="checkbox"/> Daily Work Records	
<input type="checkbox"/> Certified Payrolls	
<input type="checkbox"/> Invoices	
<input type="checkbox"/> Cancelled Checks	
<input type="checkbox"/> Equipment Ownership	
<input type="checkbox"/> Materials on Hand	
<input type="checkbox"/> Lease or Rental Agreement	
<input type="checkbox"/> Haul Tickets or Bills of Lading	
<input type="checkbox"/> Delivery Tickets	
<input type="checkbox"/>	

GENERAL INFORMATION

- Pursuant to 49 Code of Federal Regulations (CFR) 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation..." The purpose of this form is to provide documentation of evaluating DBEs for compliance with the CFR commercially useful function requirements.

FORM

- **PROJECT DESCRIPTION:** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, etc.).
- **PROJECT LOCATION:** Enter the project location(s) as it appears on the project advertisement.
- **DISTRICT:** Enter the district number of the project.
- **FEDERAL PROJECT NUMBER:** Enter the federal project number.
- **COUNTY:** Enter the abbreviation for the county where the project is located.
- **LOCAL PUBLIC AGENCY:** A California city, county, tribal government, or other local public agency.
- **CONTRACTOR NAME:** Company name of the prime contractor.
- **AWARD AMOUNT:** Contract Award without the contingency.

EVALUATOR INFORMATION

- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **EMAIL ADDRESS:** Evaluator's email address.
- **EVALUATION DATE:** Date the evaluation took place with the DBE and prime contractor.
- **EVALUATOR TITLE:** Title of the individual conducting the evaluation.
- **PHONE NUMBER:** Evaluator's phone number.

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

- **CONTRACTOR REPRESENTATIVE:** Name, email address, phone number and title of the contractor's representative attending the evaluation meeting.

DBE CONTRACT COMMITMENT

- **DBE TOTAL CONTRACT COMMITMENT:** Enter the percentage and dollar amount of the total DBE commitment on this contract.
- **DBE COMPANY COMMITMENT:** Enter the calculated percentage and dollar amount the contractor has committed to the DBE company based on the subcontract amount or purchase order amount for materials.
- **DBE COMPANY WORK COMPLETED TO DATE:** Enter the percentage and dollar amount of DBE completed work performed or materials supplied to date for the DBE company.

DBE COMPANY INFORMATION

- **DBE COMPANY NAME:** Enter the name of the DBE contractor, subcontractor, trucker, or materials supplier.
- **COMPANY EMAIL ADDRESS:** Enter DBE company email address.
- **COMPANY PHONE NUMBER:** Enter DBE company phone number.
- **DBE COMPANY OWNER:** Enter the name of the DBE company owner.
- **NAISC CODES:** Enter the North American Industry Classification System code for the DBE company.
- **WORK CODES:** Enter the work codes that the DBE is certified to perform.
- **DBE ADDRESS:** Enter the physical address of the DBE company.
- **ADDRESS LOCATION:** Check the appropriate box for storefront, warehouse, yard, manufacturing plant, or facility.
- **OPEN TO THE PUBLIC:** Check box either "Yes" or "No" whether the storefront, warehouse, yard, manufacturing plant, or facility is open to the public.
- **DBE REPRESENTATIVE:** Name, email address, phone number and title of the DBE's representative attending the evaluation meeting. If there is no DBE representative attending the evaluation meeting, enter "None" in these fields.
- **BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK:** Provide a description of the work the DBE will perform or the materials that will be supplied by a DBE company.
- **TYPE OF DBE:** Check the appropriate box for prime contractor, subcontractor, tier subcontractor, trucking, regular dealer, manufacturer, professional services, or broker based on what the DBE is performing on the contract. Select all boxes that apply for the DBE company based on scope of work.

CUF DETERMINENTS

Complete the appropriate section for the type of work performed or materials supplied by the DBE company as indicated by the checked box on page 1 of the form. **Questions in BOLD font** indicate questions that impact **CUF determining factors**. Questions underlined on this form are used to determine if the DBE work is eligible for full credit.

For more information about CUF determining factors, refer to the "FHWA Tips of Evaluating a Commercially Useful Function" or: <https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf>

Refer to APPENDIX B: DBE Commercially Useful Function Evaluation Instructions in the *State Highway Project Procedures Disadvantaged Business Enterprise Commercially Useful Function Compliance and Monitoring Guide* for completing the evaluation.

The evaluation questions are based on the following requirements to determine whether a DBE is performing CUF.

SECTION 1: DBE CONTRACTOR OR SUBCONTRACTOR EVALUATION

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor or superintendent
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Subcontract Agreement or Purchase Order
- DBE monthly progress reports
- Daily work records
- Certified payrolls

Equipment

- The DBE owns, rents or leases equipment
- The DBE may lease specialized equipment with an operator
- The DBE provides the operator and is responsible for all labor and compliance for non-specialized equipment
- The DBE's marking or emblem is on the equipment

Records or Documents

- Invoices
- Haul tickets or bills of lading
- Lease agreements
- Daily work records
- Ownership documents, such as title, registration, vehicle identification number
- Cancelled checks

Materials

- The DBE is ordering materials and invoices indicate the DBE is the customer
- The DBE is determining the quality and quantity of materials
- The contact person is employed by the DBE
- The DBE is paying for the materials

Records or Documents

- Invoices
- Material on Hand documents
- Delivery tickets, haul tickets or bills of lading
- Daily work records
- Cancelled checks
- Subcontract agreement

SECTION 2: TRUCKING

Management

- DBE is managing the arrangement of and scheduling the trucks
- DBE is required to own and operate at least on fully licensed, insured and operational truck on the contract

Workforce

- DBE is allowed to lease trucks from DBEs and non-DBEs
- DBE keeps a regular workforce and has its own employees
- DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

Records or Documents

- Subcontract agreement or purchase order
- Equipment ownership, rental or lease documents
- Payroll records
- List of trucks, truck unit numbers and vehicle identification numbers

CUF DETERMINENTS

SECTION 3: REGULAR DEALER (60% Credit)

Regular Dealer

- The DBE has a regular trade with a variety of customers
- The DBE has an inventory of the materials and supplies to be provided on the contract
- For bulk items, the DBE both owns and operates distribution equipment
- The DBE is responsible for the delivery

Records or Documents

- Invoices
- Delivery tickets or haul tickets
- Purchase order
- List of inventory
- Cancelled checks

SECTION 4: MANUFACTURER (100% Credit)

Manufacturer (100% Credit)

- Maintain a factory or establishment that produces on the premises the materials or supplies required on the contract
- Alter or fabricate the product

Records or Documents

- Purchase order
- Material sources
- Material invoices and billing invoices
- Bills of lading and shipping tickets

SECTION 5: PROFESSIONAL SERVICES (100% Credit)

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Invoices
- List of equipment
- Cancelled checks

SECTION 6: BROKER

Performance

- DBE broker is performing the bid item work committed to them on the DBE Commitment Form and their agreement

Records or Documents

- Invoices
- Cancelled checks

Management

- For procurement of materials, supplies and trucking, DBE is scheduling procurement of materials and supplies or trucking for delivery of materials and supplies, and other related actions for performance of the work.
- For bonding or insurance, DBE provided the bonds or insurance.
- Preparing and submitting invoices.

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION FINDING

If you answered "NO" to any of the bold evaluation questions on this form, you must evaluate the eligibility of the DBE to participate and receive credit for their performance of work. If you answered "NO" to any underlined questions on this form, you must evaluate whether the DBE work is eligible to receive full credit. If you are unsure of a DBE's eligibility, contact Division of Construction's Labor Compliance Program located at headquarters for guidance.

- **DEFICIENCIES:** Describe any deficiencies found that must be corrected by the contractor to allow DBE participation and credit for the DBE on the contract.
- **INADEQUACY:** Describe any inadequacies found that must be corrected by the contractor to allow full credit for the DBE on the contract.
- **EVALUATION FINDING:** Check the box for either "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function."
- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **SIGNATURE:** Signature of evaluator.
- **DATE:** Date signed by evaluator.

CONTRACTOR CERTIFICATION

Required when the contractor is completing the evaluation.

- **CONTRACTOR NAME:** Name of the contractor representative.
- **SIGNATURE:** Signature of contractor.
- **DATE:** Date signed by contractor.

LPA VERIFICATION

Verification is required for completeness: DBE employees are shown on DBE certified payrolls, responses to questions based on attachments are provided, explanation of "NO" responses to questions are provided, and CUF determination is appropriate.

- **VERIFIED BY NAME:** Name of the individual conducting the verification.
- **SIGNATURE:** Signature of verifier
- **DATE:** Date signed by verifier.

RESIDENT ENGINEER CERTIFICATION

Resident engineer reviews the evaluation and certifies either that "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function." Discuss with the contractor any deficiency on the form and require submittal of a corrective action plan.

- **RESIDENT ENGINEER:** Name of the resident engineer.
- **SIGNATURE:** Signature of resident engineer.
- **DATE:** Date signed.

COMPLETED EVALUATIONS SUBMITTAL

Submit completed evaluation forms to the contractor, DBE company and LPA Labor Compliance Officer and submit non-compliant evaluations with deficiencies or inadequacies to DLAE.

- **SUBMITTED BY:** Name of individual submitting form.
- **DATE:** Date form was submitted.

ATTACHMENTS

Check a box for each attachment and provide the electronic file name of the attachment. The attachment list will expand to allow for additional attachments.

DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE)**JOINT CHECK AGREEMENT REQUEST**

DOT LAPM 9-K (NEW 05/2023)

This form must be submitted and approved prior to the use of a joint check

Name of Prime Contractor _____ Contract Number _____

Name of Contractor issuing joint check _____

Name of DBE Contractor _____

Name of Material Supplier _____

Bid Item numbers and descriptions of work to be performed by DBE _____

Who initiated the request? _____

Reason for request _____

Comments _____

Information:

The use of joint checks is subject to review by the Local Public Agency (LPA) Resident Engineer and DBE Liaison.

Read and follow the procedures as outlined in this form. Failure to follow the conditions as described in the LAPM Chapter 9, or if LPA determines that the arrangement results in a lack of independence or commercially useful function (CUF) on the part of the DBE involved, will result in disallowance of credit toward the goal for claimed DBE participation. The fact that a DBE is certified will not be determinative on whether the DBE is performing a CUF so that credit for DBE participation is permissible.

When joint checks are used in DBE subcontracting, DBE credit toward the contract goal will be allowed only when the DBE subcontractor is performing a CUF in accordance with the Code of Federal Regulations, Title 49 (49 CRF), Section 26.55 (c)(1), "How is DBE participation counted toward goals?":

"A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself."

When using a joint check, the following conditions are required. Failure to comply with the conditions below will disqualify DBE participation and may adversely impact a contractor's bidding status.

1. ***The Disadvantaged Business Enterprises Joint Check Agreement Request must be fully completed and approved by LPA prior to issuance of any joint check.***

The Disadvantaged Business Enterprises Joint Check Agreement Request form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

2. ***The entity issuing the joint check acts solely to guarantee payment to the supplier.***

49 CFR, Part 26 requires that the DBE's own funds are used to pay for the material and it is not appropriate for the funds to come from the contractor to the material supplier. Joint checks from a prime contractor to the DBE for the costs of items procured by the DBE from the material supplier may be regarded as representing the DBE's own funds.

3. ***The DBE must release the joint check to the supplier.***

Joint checks issued by the contractor must be delivered or mailed to the DBE for presentation and payment to the DBE's suppliers. The contractor shall not make the payment directly to the supplier.

4. ***Any documentation requested by LPA to confirm the proper use of joint checks shall be supplied to LPA within 10 days of the date of the request. Failure to provide requested information timely will result in disallowance of DBE credit.***

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE)
JOINT CHECK AGREEMENT REQUEST
DOT LAPM 9-K (NEW 05/2023)

I have read and understand the above information and acknowledge the information provided on this form is true and accurate.

AUTHORIZED PRIME CONTRACTOR REPRESENTATIVE

Signature	Print Name	Title	Date
-----------	------------	-------	------

AUTHORIZED CONTRACTOR ISSUING THE JOINT CHECKS (if other than the prime)

Signature	Print Name	Title	Date
-----------	------------	-------	------

AUTHORIZED DBE CONTRACTOR REPRESENTATIVE

Signature	Print Name	Title	Date
-----------	------------	-------	------

AUTHORIZED MATERIAL SUPPLIER REPRESENTATIVE

Signature	Print Name	Title	Date
-----------	------------	-------	------

LPA USE ONLY

☐ Approved
☐ Denied Reason for denial _____

Resident Engineer's Signature	Print Name	Title	Date
-------------------------------	------------	-------	------

Instructions

This form is required as part of the approval process for the use of joint checks under the Disadvantaged Business Enterprises (DBE) program set forth by Federal Highway Administration's policy on the use of joint checks on federal-aid highway projects.

The top of the form requires specific information regarding the construction project: contract number, prime contractor name, name of the contractor issuing the joint check (if other than the prime), DBE contractor name, material supplier name, bid items and descriptions, comments and who initiated the request.

This form requires the signature of the authorized representatives of the prime contractor, name of the contractor issuing the joint check (if other than the prime), DBE contractor, and material supplier. This form must be submitted and approved by the resident engineer prior to the use of joint checks.

COPY DISTRIBUTION: **Original** - Project File **Copy** - DBE Subcontractor **Copy** - LPA Labor Compliance Office

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

Exhibit 9-P Instructions

I. Purpose

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

II. Instruction

For projects that are awarded on or after September 1, 2023:

The prime contractor or consultant must submit Exhibit 9-P to the LPA administering the contract by the 15th of the month following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

A failure to complete the Prompt Pay reporting requirement may result in the withholding of the prime contractor or consultant's next progress payment and/or final payment. Additionally, Caltrans may require the LPA to issue a corrective action plan and/or it may require the LPA to suspend the contract in whole or in part if the prime or consultant does not make up the shortfall.

LPAs must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LPA must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from prime contractor or consultant.

1. CONTRACT INFORMATION

- (1) **Prime Contractor/Consultant:** List the business name for the prime contractor/consultant.
- (2) **Local Agency:** List the local agency name.
- (3) **Federal Aid Project Number :** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
- (4) **Local Contract Number:** Enter the 7 digit
- (5) **Total Contract Award Amount (\$):** Enter the total contract award amount of the project.
- (6) **Total Contract DBE Commitment Amount (\$):** Enter the total DBE commitment award amount of the project as it appears on exhibit 15-G.
- (7) **DBE Commitment (%):** Enter percentage of the Prime contract committed to DBE firms as it appears on exhibit 15-G.
- (8) **DBE Contract Goal (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
- (9) **Reporting Period (Month-Year):** Indicate the month and year of payments being reported.

2. PAYMENT INFORMATION

- (10) **Subcontractor/Subconsultant name:** List the firm name.
- (11) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program
- (12) **Subcontract Type:** Enter the most appropriate Subcontractor's contract type, Construction or Consultant.
- (13) **Date Payment Received by Prime:** List date when a check is issued by LPA to the contractor/consultant for work performed by the contractor/consultant.
- (14) **Date of Prime Payment to Sub:** List date when a check is issued by prime to the subcontractor/subconsultant for work performed by the subcontractor/subconsultant.
- (15) **Amount of Payment (\$):** List the total amount paid to the subcontractor this period.
- (16) **Amount Paid to Sub to Date (\$):** List the total amount paid to this subcontractor to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
- (17) **Total amount committed to this subcontractor (\$):** For DBE subcontractor, copy the information from the agency signed Exhibit 10-02 or 15-G.
- (18) **Promptly Paid? (Y/N):** Enter "Y" if payment was made in accordance with the contract. Enter "N" if it's in dispute. Must provide comments regarding any dispute of payment.
- (19) **Incremental Retainage Paid? (Y/N):** Enter "Y" if this was a retainage payment. Enter "N" if this was a progress or final payment.
- (20) **Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage *:** Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted. Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.

3. CERTIFICATION

- (21) **Prime Contractor Manager's Signature:** Self explanatory
- (22) **Date:** Provide the date Prime Contractor Manager signed this form. (23) **Local Agency Representative's Signature :** Self explanatory.
- (24) **Date:** Provide the date Local Agency Representative signed this form. (25) **Prime Contractor Manager's Name:** Self explanatory.
- (26) **Phone:** Self explanatory
- (27) **Local Agency Representative's Name :** Self explanatory.
- (28) **Phone:** Self explanatory

DLA SUBCONTRACTING REQUEST

LAPM Exhibit 16-B (12/2021)

CONTRACTOR NAME		COUNTY		ROUTE			
BUSINESS ADDRESS				CONTRACT NUMBER			
CITY AND STATE		ZIP CODE		FEDERAL-AID PROJECT NUMBER (from soecia/ orovisions)			
SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1		
Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise							

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
This section is to be completed by the resident engineer.	
1. Total of bid items	\$ _____
2. Bid items previously subcontracted	\$ _____
3. Bid items subcontracted (this request)	\$ _____
4. Total of lines 2 and 3	\$ _____
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by _____ %)	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by _____ %)	\$ _____

RESIDENT ENGINEER'S SIGNATURE		DATE
APPROVED		
Copy Distribution: Original -Contractor		Copy- Resident Engineer

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

State of California-Department of Transportation

Exhibit-16-Z1 Monthly DBE Trucking Verification

Contract No.			Month		Year		
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					Total Amount Paid		

Prime Contractor	Business Address	Business Phone No.
*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions		
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
Contractor Representative Signature	Title	Date

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant		6. Business Address		7. Final Contract Amount			
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT		\$		16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided.
Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

(DBE) CERTIFICATION STATUS CHANGE

[illegible]

I CERTIFY THAT THE ABOVE

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.