REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY AND RECORD OF ACTION

January 25, 2022

FROM

BRENDON BIGGS, Director, Department of Public Works – Transportation

SUBJECT

California Environmental Quality Act Finding for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Bloomington Area

RECOMMENDATION(S)

- 1. Find that the Bloomington Avenue Pavement and Storm Drait Improvement Project, in the Bloomington area, is exempt under the California Environmental Quality Act Guidelines, Title 14 of the California Code of Regulations Section 52.7(t) Class 1 (existing facilities) and Section 15302(c) Class 2 (replacement or reconstruction)
- 2. Approve the Bloomington Avenue Pavement and 5 prm Drain Improvement Project, in the Bloomington area, as defined in the Notice of Exemption and direct the Clerk of the Board to file and post the Notice of Exemption.

(Presenter: Brendon Biggs, Director, 387-790)

COUNTY AND CHIEF EXECUTIVE OF ICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned Balanced, and Sustainable County. Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Bloomington Avenue Pavement and Storm Drain Improvement Project in the Bloomington area (Project) and unded with San Bernardino Valley Measure I revenue. The requested actions are a ministrative in nature with minimal financial impact. Sufficient appropriation is included in the Department of Public Works (Department) 2021-22 Measure I budget (6650002142 141X1795).

BACKGROUND INFORMATION

The Project involves road and drainage improvements from Cedar Avenue to 0.11 miles northeast of Larch Avenue, in the Bloomington area. The improvements include full depth pavement reconstruction; roadway reprofiling; replacement of existing catch basin, construction of new catch basins; replacement of approximately 800 feet of existing storm drain; construction of new curb, gutter, sidewalk and driveway approaches; construction of new and upgrade existing curb ramps to meet current Americans with Disabilities Act (ADA) guidelines; and signing and striping improvements. The Project will require the acquisition of additional right-of-way, which will be presented to the Board of Supervisors (Board) as a separate item for approval at a future date.

California Environmental Quality Act Finding for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Bloomington Area January 25, 2022

The Department's environmental staff has reviewed this Project and determined that a categorical exemption in accordance with the California Environmental Quality Act (CEQA) Guidelines, Title 14 of the California Code of Regulations, Section 15301(c), Class 1, and Section 15302(c), Class 2, is appropriate. The Class 1 exemption allows for repair and maintenance activities on existing roads, sidewalks, gutters, and similar facilities that involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Class 2 exemption allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. When the Board considers the environmental finding, the filing and posting of a Notice of Exemption is recommended.

This Project has been identified as a priority based on engineering studies that identified the need to replace a deteriorated storm drain, protect property, and reduce potential for flood damage to the road. The Project aligns with the County and the Chief Ex cutive Officer's goals and objectives to ensure the development of a well-planned, balanced, an sustainable County and to provide for the safety of County residents by improving readway drainage and accessibility for pedestrians, including those with disabilities

PROCUREMENT

The department anticipates bringing the Project's pins and specifications, as well as a recommendation to advertise the Project for competitive sides, to the Board for consideration in Summer 2022.

REVIEW BY OTHERS

This item has been reviewed by Cour & Crunser (Aaron Gest, Deputy County Counsel, 387-5455) on December 29, 2021; Finance Jessica Trillo, Administrative Analyst, 387-4222) on January 3, 2022; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on January 7, 2022.

California Environmental Quality Act Finding for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Bloomington Area January 25, 2022

Record of Action of the Board of Supervisors San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Col. Paul Cook (Ret.) Seconded: Joe Baca, Jr.

Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY Jone Monell

DATED: January 25, 2022



cc: Public Works/Trans- Biggs w/CEQ. & Receipt

File- Public Works/Trans w EQA & Receipt w/map

LA 01/25/2022

State of California - Department of Fish and Wildlife 2022 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT DEW 753 50 (REV) 01/01/22) Proviously DEG 753 50

DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a		Print	StartOve	Save
		RECEIPT N	JMBER:	
		36 — 01	1252022 -	- 070
		STATE CLEA	ARINGHOUSE N	IUMBER (If applicable)
SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.				
	EADAGENCY EMAIL		DATE	
San Bernardino County Dept. of Public Works			012520)22
COUNTY/STATE AGENCY OF FILING			DOCUMEN	TNUMBER
San Bernardino				
PROJECT TITLE			AV	
Bloomington Ave. Project				
PROJECT APPLICANT NAME	PROJECT APPLICANT EM	AIL	PHONE NU	
San Bernardino County Dept. of Public Works		•	(909) 38	7-8109
PROJECT APPLICANT ADDRESS	CITY	TATL	ZIP CODE	
825 E. Third Street, Room 123	San Bernardin	-CA	92415-0)835
PROJECT APPLICANT (Check appropriate box)	Y			
✓ Local Public Agency School District	Other Special District	State	e Agency	Private Entity
	1			
CHECK APPLICABLE FEES:	AY.		•	0.00
☐ Environmental Impact Report (EIR)		3,539.25	\$	
Mitigated/Negative Declaration (MND)(ND)		2,548.00	\$	0.00
Certified Regulatory Program (CRP) document - payment of e di	rectly CVW \$	1,203.25	\$	0.00
☐ Exempt from fee				
Notice of Exemption (attach)				
CDFW No Effect Determination (attach)				
☐ Fee previously paid (attach previously issued cach receipt copy)				
☐ Water Right Application or Petition Ne (Sate Plater Resources	Control Board only)	\$850.00	\$	0.00
			\$	50.00
☐ Other		5	\$	
PAYMENT METHOD:				50.00
☐ Cash ☐ Credit ☐ Check ☑ Other	TOTAL RE	CEIVED	\$	50.00
SIGNATURE	Y OF FILING PRINTED NA	ME AND TITI	F	
	Arredondo, Deputy		- C	

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFW 753.5a (Rev. 01012022)

Notice of Exemption

To: Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814	From: San Bernardino County Department of Public Works Environmental Management Division 825 E. Third Street, Room 123 San Bernardino, CA 92415-0835
 ✓ Clerk of the Board of Supervisors San Bernardino County 385 North Arrowhead Avenue, Second Floor San Bernardino, CA 92415-0130 	
Project Description	Applicant
Project Title: Bloomington Ave. Project	San Bernardino County Dept. of Public Works
Project Location: The project location is on Bloomington Ave. between Cedar Ave. and about .11 miles east of Larch	825 E. Third Street
Ave. in the community of Bloomington, San Bernardino	Address
County, California (see Vicinity and Location Map).	San Pernard no, CA 92415-0835
Project Description: The project involves full depth reconstruction; re-design of Bloomington Ave. with a crowned	(909) 387-8109
section of road; remove and replace approximately 800-feet of storm drain; upgrade ADA ramps as appropriate throughout	Phone
project limits; construct multiple storm drain catch basins along Bloomington Ave.; construct approximately 770-feet of new curb, gutter and sidewalk and approximately 11 driveway approaches along the south side of Bloomington Ave.	Representative
between Vine Street and Larch Ave. The project activities	AJ Gerber
occur in previously developed and disturbed areas. Additionally, the project will include the removal and export of	Name
approximately 4,800 cubic yards of materials or doris when an estimated haul distance of less than 5-miles. Extippent to be	Same as Applicant
used may include but not limited to: Asphalt pavel packhoes, excavator, dump truck Construction duration is antic pated for approximately three (3) months with an estimated start date of 2022.	Address
Anthony Pham, P.E.	
Lead Agency Contact Person	
(200) 38, 8109	Same as Applicant
Exempt Status: (check on 1	Phone
Statutory Exemptions. State code number:	1, Section 15301 (c); Class 2, Section 15302 (c)
Other Exemption: Reasons why project is exempt: Class 1 repair and mainter allows for replacement or reconstruction of existing structures on the same site as the structure replaced and will have sustructure replaced.	
	Environmental Mgmt. Div.
Signature Anthony Pham, P.E.	Title Date
	DATE FILED & POSTED
Date received for filing at OPR: N/A	Posted On: 01 25 2022
	Removed On: 03 09 2022 Receipt No: 34.0 252072.070
	Receipt No: 70.0124101210



Overtime/Night Inspection

Restoration Completed by Inspector:

Applicant's Signature:

Permit Issued By:

City of Rialto COMMUNITY DEVELOPMENT DEPARTMENT ENGINEERING DIVISION

335 W. Rialto Avenue, Rialto, CA 92376 Phone: (909) 421-4999 • Fax: (909) 421-7210 PERMIT TYPE ☐ Extension Maximum of 1 full year **Email Application to:** UtilityPermits@rialtoca.gov **Website:** www.yourrialto.com ☐ Standard **ENCROACHMENT PERMIT APPLICATION** A Standard Permit is valid for a period of 180 days Only. Upon expiration, a new Applicant (Name/Company): permit must be submitted and all fees paid at resubmission. Address: City/State/Zip ISSUE DATE: EXPIRATION DATE: **FOR OFFICE USE ONLY** Contractor (Name/Company): Phone: _() Email: ____ Contractor License #: _____ Type: ____ Expiration Date: ____ ENTERED BY: Rialto Business License: Expiration Date: (Note: This permit is valid until the insurance expiration date) Said work to be in conformance with Encroachment Permit General Provision dinances, and/or according to City Specifications for such work, and to the satisfaction of the City Engineer. Permission is requested to open the following street/address: Street Street between For the purpose of: Three or more Days For the duration of: One Day or Less APPLICANT MUST PROVIDE PROOF OF THE SOLLOW! Current Business License with the City of Malto. Certificate of General Liability Insurance, including add ional Insurance Endorsements, in the minimum amount of \$1 Million dollars, naming the City of Rialto as additionally in 3. Franchise Agreement (As Applicable) 4. Plans/Drawings of work to be performed. 5. Traffic Control Plans in conformance with policies, methods and procedures described in the CA MUTCD, CATTCH or WATCH. NOTE: Applications will not be accepted roles <u>ALL</u> items are provided. If upon review of the permit, it is determined that other conditions are necessary, those anditions will be attached to this permit. Application fee will be collected at the time of submittal. Inspection fees must be paid prior to the issuance of the permit. *Hours of work are from 7:00 a.m. to 5:00 p.m. Monday through Friday unless otherwise approved by the City Engineer.* Contractor must contact Underground Service Alert at 1 (800) 442-4133 to have utilities marked out before the pre-construction meeting. After approval of the permit, the Contractor will contact the Engineering Division Inspector at (909) 421-7294 and must have a minimum of 48-hours notification prior to scheduling of a pre-construction meeting and construction. All restorations shall be per City Standard. Where applicable, restorations must also abide by City Council approved moratorium requirements. FEES: Extension \$125.20 + \$378.40 each standard (20 sq. ft.) street work Standard Street Work \$378.40 (20 sq. ft.) Per Location Street Work Up to 1,000 Lf \$378.40 + Lf x \$1.80 per Lf = Street Work Over 1,000 Lf \$2,178.40 + Lf x \$1.20 per Lf = **Street Cut Permit/Inspection Fee**

TOTAL

Date

PERMIT/TRAKIT NO.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number	Co	ntra	ct	Nι	ım	bei
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SAP Number

Department of Public Works

Department Contract Representative Chris Nguyen, P.E. Engineering Valvage

Telephone Number 909-3877-40

Consultant
Consultant Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Vest Valley Water District
i.da 5 deski

20 3 875-1804

1/11/2023 - 7/11/2025

\$423,000

0

\$423,000

2142-665-TX1795

IT IS HEREBY AGREED AS COLOWS:

WHEREAS, the San Berna Sunda S

WHEREAS, COUNTY shall be solely responsible for the design and construction work associated with the PROJECT; and

WHEREAS, during the PROJECT's design phase, DEPARTMENT staff determined that improvements to Bloomington Avenue will impact West Valley Water District (DISTRICT) waterlines, water meters, fire hydrants and appurtenant structures and relocation of these facilities is required for the construction of the PROJECT; and

WHEREAS, by virtue of the construction of the PROJECT, the existing waterlines, water meters, fire hydrants and appurtenant structures along Bloomington Avenue will need to be relocated (hereinafter referred to as RELOCATION) as they are now in conflict with the proposed design of the PROJECT; and

WHEREAS, the above described waterlines, water meters, fire hydrants and appurtenant structures are owned and operated by DISTRICT (DISTRICT FACILITIES); and

Standard Contract Page 1 of 10

WHEREAS, in accordance with California Streets and Highways Code section 1463, the COUNTY has informed DISTRICT of the required RELOCATION; and

WHEREAS, it has been determined that DISTRICT has prior rights for the portion of the DISTRICT FACILITIES within the PROJECT area and therefore the COUNTY shall bear one hundred percent (100%) of the cost of RELOCATION, as well as design work (including preparation of plans and specifications) and relocation construction costs (hereinafter referred to as RELOCATION COSTS) which are estimated to be \$423,000 (see Exhibit A, attached hereto and incorporated herein by this reference); and

WHEREAS, COUNTY shall perform the design work for the RELOCATION at COUNTY's cost and expense; and

WHEREAS, DISTRICT shall perform the construction work for the RELOCATION at COUNTY's cost and expense; and

WHEREAS, COUNTY shall advance to DISTRICT the estimated RELOCATION COSTS, which includes a ten percent (10%) contingency deposit, a ten percent (10%) charge for DISTRICT administrative costs (labor, materials, transportation, supervision, engineering (including review of plans and specifications), contract administration, plan checking, material submittal review, contractor coordinates, accounting and inspection costs); and

WHEREAS, COUNTY and DISTRICT desire to set forth the responsibilities and obligations of each as they pertain to such participation and to the construction and funding of NELOO ATION.

NOW, THEREFORE, the COUNTY and DISTRICT mutual agree to the following terms and conditions:

A. COUNTY AGREES TO:

- A.1 Act as the Lead Agency in the design of the PROJECT and RELOCATION, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.), and construction of the PROJECT.
- A.2 Advertise, award and admir ster the construction of the PROJECT in accordance with the provisions of the California Public Contract Code applicable to counties.
- A.3 Require the COUNTY's continctor for the PROJECT to maintain and to comply throughout the term of any contract a yarded by COUNTY with the insurance requirements described in County Policy Numbers 11-07 and 11-07SP.
- in County Policy Numbers 11-07 and 11-07SP. Pay for one hund eather and (100%) of RELOCATION COSTS, estimated to be \$423,000 **A.4** The RELOCATION COSTS shall include the cost of RELOCATION (see Exhibit construction, aspection, contingency and DISTRICT administrative fees. COUNTY's payment to DIS RICT shall not exceed \$423,000 without a written amendment to this Agreement approved by the parties pursuant to paragraph C.6. The parties acknowledge that the amounts set forth on Exhibit "A" are a good faith estimate of the costs to design and relocate the DISTRICT FACILITIES. The actual cost will not be known until completion of RELOCATION work and receipt of all invoices. DISTRICT will use commercially reasonable efforts to minimize costs. However, the parties recognize and agree that the costs of RELOCATION may be greater than estimated on Exhibit "A" and additional costs may be warranted for a variety of reasons, including, but not limited to, unforeseen circumstances or the need for work not contemplated in Exhibit "A." COUNTY shall advance to DISTRICT the estimated amount of \$423,000 within ten (10) calendar days of the effective date of this Agreement.
- **A.5** Provide adequate inspection of all items of work performed under the RELOCATION for the PROJECT and maintain adequate records of inspection.
- A.6 Issue a no-cost permit for the RELOCATION. The parties agree that the DISTRICT should be placed in the same position with respect to the relocated DISTRICT FACILITIES as exist with respect to the existing DISTRICT FACILITIES. Thus, DISTRICT shall be deemed to have prior rights with respect to the relocated DISTRICT FACILITIES in the

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- same fashion and to the same extent as now exist to the existing DISTRICT FACILITIES and the permit shall so provide.
- **A.7** Provide construction surveying and staking services required for construction of RELOCATION.

B. DISTRICT AGREES TO:

- **B.1** Act as the Lead Agency on the construction of RELOCATION.
- **B.2** Review, approve and sign RELOCATION plans prepared by COUNTY.
- **B.3** Prepare all general, special and technical provisions required to advertise RELOCATION for bid.
- **B.4** Advertise, award, and administer the construction of the RELOCATION, which shall be in accordance with the provisions of the California Public Contract Code applicable to Counties.
- **B.5** Apply for a permit from COUNTY'S Department of Public Works for the RELOCATION work occurring in COUNTY right-of-way at no cost to the DISTRICT. Any and all permits shall not be unreasonably withheld or conditioned.
- **B.6** DISTRICT shall perform the RELOCATION work substantially in accordance with DISTRICT approved water RELOCATION plans. Substantial deviations (as determined by both DISTRICT and COUNTY) from the DISTRICT's plan lescrilled herein that would not result in costs exceeding the estimated amount of \$423,000 at a subject to the review and approval of the COUNTY's Director of the Department of Public Works through the use of the change order set forth in Exhibit "B," which is attained hereto and incorporated herein by this reference. Contract Change Order follow will be delivered by email to COUNTY's Contract Representative. COUNTY, hall review receipt of a change order to approve or disapprove the change order. In he country disapproves of a change order COUNTY shall provide to DISTRICT within such five (5) day business period a detailed explanation as to why CCUNTY disapproved the subject change order. Substantial deviations that would result in costs exceeding the estimated amount of \$423,000 will require an amend tent to this Agreement pursuant to Paragraph C.6. The provisions of Paragraph A.4 shall apply with respect to approval of change orders and amendments to this Agreement. It understood and agreed that COUNTY will not be responsible for the payriest for any oversizing of DISTRICT FACILITIES in the new location. This payment principle applies to all RELOCATION work, including the work identified in the DIATRIC 's plan, as well as work identified in any COUNTY/DISTRICT approved change oder. I addition, COUNTY is not responsible for the payment for any betterment, including that not limited to oversizing, associated with change order work, unless the born t is required by State law or regulation.
- **B.7** DISTRICT agic es to perform the RELOCATION work with DISTRICT's contractor and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion in compliance with all applicable laws, regulations, ordinances, and permits.
- B.8 RELOCATION work performed by DISTRICT's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to the Prevailing Wage Laws, including, but not limited to Senate Bill 854 requirements. DISTRICT shall verify compliance with the Prevailing Wage Laws, including compliance with the Senate Bill 854 requirements, in the administration of its contracts related to any and all RELOCATION work. By its execution of this Agreement, DISTRICT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an

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- applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, DISTIRCT agrees that any work performed by DISTRICT's contractor(s) shall fully comply with such Prevailing Wage Laws.
- **B.9** Participate with the COUNTY in scheduling and coordinating the construction of the RELOCATION. The parties will schedule the initiation of the construction of the RELOCATION within thirty (30) days of COUNTY's issuance of the permit described in Paragraph B.3, above; provided that DISTRICT's contractor is able to begin construction at that time, and if not, as soon thereafter as possible.
- B.10 Provide a qualified DISTRICT representative to inspect RELOCATION and who shall have the authority to discuss and resolve issues concerning the RELOCATION with the COUNTY. Representative must be able to resolve issues in a timely manner to avoid delay claims.
- B.11 Submit to COUNTY an itemized accounting of actual RELOCATION COSTS incurred by DISTRICT within thirty (30) days of completion of the RELOCATION. Said accounting will identify the oversizing costs as well as any other costs described in Paragraph B.6 that are not the responsibility of COUNTY. In the event actual RELOCATION costs are less the \$423,000 collected from COUNTY, DISTRICT shall refund the difference to COUNTY with the itemized accounting. In the event the actual RELOCATION costs are greater than the \$423,000 collected from COUNTY, DISTRICT shall notify the COUNTY of such costs. If an amendment that increases COUNTY's share of costs of \$433,000 is approved by the parties pursuant to this Agreement, then COUNTY VIIL pay the difference between \$423,000 and the amended amount within sixty (60) scienc in days. Upon completion of RELOCATION, the ten percent (10%) charge for DISTRICT administrative costs is nonrefundable.
- B.12 In the event DISTRICT discovers hazardous materials as part of the RELOCATION within the COUNTY Highway right-of-way, the Sounty and District shall determine the best course for remediation and disposal as required by the federal, state or local law. The cost of which shall be reimbursed by Change Order form in Exhibit "B" by County. In no event shall COUNTY be responsible or the identification and remediation of any hazardous materials, or the associated costs dereof, discovered outside of COUNTY Highway right-of-way, unless otherwise required by the federal, state or local law.
- B.13 DISTRICT shall not charge against the 10% contingency without COUNTY Director of Public Works' written approval, which approval shall not be unreasonably withheld. DISTRICT shall er ail such a request to the COUNTY's Director of the Department of Public Works. COUNTY hall have five (5) business days from receipt of a request to approve or disapproved such requests. In the event COUNTY disapproves of such requests when the five (5) business day period, COUNTY shall provide to DISTRICT within such five (5) day business period a detailed explanation as to why COUNTY disapproved of such request and what COUNTY reasonably requires in order to approve the request.
- **B.14** Conduct inspections, including the final inspection, of the RELOCATION work and perform any necessary testing. Inspections and testing shall be included as a RELOCATION cost. The parties acknowledge that inspections are for the protection of DISTRICT's interests and under no circumstances be construed to impose liability or responsibility of any nature on DISTRICT to any party other than COUNTY (if any). No contractor, subcontractor, materialmen, laborer, or any other person shall rely, or have a right to rely, upon any inspection by DISTRICT's representative other than COUNTY.
- **B.15** Submit a Notice of Completion to COUNTY within thirty (30) days of the completion of the RELOCATION work described herein.
- **B.16** DISTRICT shall own the relocated DISTRICT FACILITIES. DISTRICT shall be responsible for lifetime maintenance, operation, protection of the DISTRICT FACILITIES and RELOCATION in accordance with any County, State, or Federal regulations. DISTRICT shall be solely responsible for any and all liabilities associated with any RELOCATION work and DISTRICT FACILITIES prior, during, and after completion of the RELOCATION of the DISTRICT FACILITIES.

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B.17 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into DISTRICT's designated checking or other bank account. DISTRICT shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

C. IT IS MUTUALLY AGREED:

C.1 DISTRICT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from the DISTRICT's negligent acts or omissions which arise from the DISTRICT's performance of its obligations under this Agreement.

COUNTY agrees to indemnify, defend (with counsel approved by DISTRICT) and hold harmless the DISTRICT and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this Agreement.

In the event the COUNTY and/or DISTRICT is found to be comparatively at fault for any claim, action, lost or damage which results from their respective bligations under the Agreement, the COUNTY and/or DISTRICT shall indemnify the other to the extent of its comparative fault.

- C.2 In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, each party stall bear its own costs, including attorney(s) fees. This paragraph does not apply to costs or attorney(s) fees relative to Paragraph C.1, indemnification.
- C.3 COUNTY is a self-insured public entity for run oses of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of COUNTY's performance of this Agreement.

DISTRICT warrants that it has adequate coverage or resources to protect against liabilities arising out of DISTRICT's performance of this Agreement. DISTRICT is a member of the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA"). The JPIA is a partnership of vater agencies which provides risk sharing pools to meet the needs of its member agencies for property and liability purposes. DISTRICT has added to its policy through the JPIA, this Agreement. DISTRICT has concurrently herewith named COU. The provided insured on such JPIA policy. DISTRICT agrees to cause the DISTRICT contractor to obtain and maintain general liability, automobile liability and workers compensation/employer liability coverage. The amounts and specific coverages are on file with the DISTRICT and copies of such insurance requirements will be provided to COUNTY upon written request. DISTRICT shall cause the COUNTY to be named as an additional insured on the general liability insurance and the automotive liability insurance and named as indemnified parties under all indemnifications, hold harmless provisions, waivers and releases in favor of DISTRICT

<u>Waiver of Subrogation Rights</u> – DISTRICT shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit DISTRICT and DISTRICT's employees or agents from waiving the right of subrogation prior to a loss or claim. DISTRICT hereby waives all rights of subrogation against COUNTY. Said obligations in regard to the waiver of subrogation rights shall also apply to COUNTY in the event COUNTY utilizes carriers of required coverages.

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- C.4 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party, provided, however, that neither party may terminate this Agreement after DISTRICT has awarded a contract to construct the RELOCATION work. In the event of termination as provided herein, all PROJECT costs required to be paid by the COUNTY prior to the effective date of termination shall be paid by the COUNTY.
- C.5 This Agreement shall terminate upon receipt of a Notice of Completion of the PROJECT and satisfaction of Paragraph B.6, or July 11, 2025 (whichever occurs first). The obligations described in Paragraphs B.16, B.17, C.1 and C.2, shall survive termination of this Agreement.
- C.6 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of the Agreement shall be binding unless executed in writing and signed by both parties.
- C.7 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between DISTRICT and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
- C.8 The parties acknowledge that final RELOCATION COSTS may ultimately exceed the current estimate for RELOCATION COSTS. COUNTY shall be colely responsible for any additional RELOCATION COSTS associated with the RELOCATION due to any cause, including, but not limited to, unforeseen site conditions, incleased bid prices, increased quantities and/or change orders over the estimated RELOCATION COSTS of \$423,000. If DISTRCT requests additional work that it beyond the scope of the original RELOCATION and COUNTY approves the default work, said work will be paid solely by the DISTRCT.
- C.9 DISTRICT shall notify COUNTY of the bids received and the amounts thereof.
- C.10 In the event that change orders for the RELOCATION work are required during the course of the PROJECT, said change orders must be in form and substance as set forth in the attached Exhibit "B" of this Agreement and approved by COUNTY and DISTRICT. Contract Change Order forms will be delivered by electronic mail and must be returned within five (5) working days. COUNTY shall not unreasonably withhold approval of change orders. If a COUNTY disapproved or modified change order is later found to be an additional cost for the RELOCATION, then COUNTY shall be responsible for such costs, awards, judgments or set lements associated with the disapproved or modified change order.
- C.11 Since the particles their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Unless otherwise provided, any term referencing time, days, or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- **C.12** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppels, or otherwise.
- **C.13** If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- **C.14** Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the DISTRICT or COUNTY.
- **C.15** This Agreement will be effective on the date it is signed by all parties.
- **C.16** The Recitals of this Agreement are incorporated herein by reference.

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- C.17 This Agreement, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.
- C.18 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on next page]



Revised 9/22/2022 Page 7 of 10

IN WITNESS WHEREOF, the San Bernardino County and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY	West Valley Water District
	(Print or type name of corporation, company, contractor, etc.)
>	By ►
Dawn Rowe, Chair, Board of Supervisors	(Authorized signature – sign in blue ink)
Dated:	Name
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE	(Print or type name of person signing contract)
CHAIRMAN OF THE BOARD	Title
Lynna Monell Clerk of the Board of Supervisors of the San Bernardino County	(Print or Type)
Ву	Dated:
Deputy	(
	Address
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
•	
)

FOR COUNTY USE ONLY Approved as to Legal Form Reviewed for Contract Compliance Reviewed/Approved by Department ▶ Aaron Gest, Deputy County Counsel ▶ Date Date Date

Revised 9/22/2022 Page 8 of 10

EXHIBIT A [ESTIMATE OF PROJECT COSTS]



Revised 9/22/2022 Page 9 of 10

EXHIBIT B

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT: Bloomington Avenue Road Reconstruction and Drainage Improvements

COUNTY OF SAN BERNARDINO CONTRACT # XX-XXXX

File: TX1795 (Yard 3, Bloomington Ave)
Proposed Contract Change Order No. has been reviewed in accordance with the existing agreements with the West Valley Water District (District) and County of San Bernardino for the above project and the following shall apply:
DATE OF ACTION:/
APPROVED for Implementation with 100% Participation by
☐ APPROVED Subject to Comments/Revisions Accompanying This Document
APPROVED With Limited Funding Participation by of Actual Cost to be Funded byParticipation Not to Exceed \$
☐ DISAPPROVED -Not Acceptable to
Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing District and County agreement without a separate amendment to said agreement. Net increase in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.
Comments, as follows and/or attached, are conditions of the above action? YES NO
SIGNED:
TITLE:
Distribution: Signed Original Returned to Resident Engineer Signed Original for File

Revised 9/22/2022 Page 10 of 10

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY AND RECORD OF ACTION

August 9, 2022

FROM

TERRY W. THOMPSON, Director, Real Estate Services Department BRENDON BIGGS, Director, Department of Public Works - Transportation

SUBJECT

Appraisal and Acquisition of Permanent and Temporary Construction Easements for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Unincorporated Area of Bloomington

RECOMMENDATION(S)

- 1. Approve Appraisal Nos. 22-36 through 22-45, copies with are on file with the Real Estate Services Department.
- 2. Authorize the acquisition of one permaners roldway easement and 10 temporary construction easements for six months, from New moet 1, 2022 to April 30, 2023, with one six month option to extend for each temporary construction easement, collectively on portions of 10 parcels, from 10 property ownership groups for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the unincorporated area of Bloomington.
- 3. Approve the Acquisition Agreement Template for the easement interests with the 10 property ownership groups.
- 4. Authorize the Director of the Peal Estate Services Department to:
 - a. Complete and execute Acquisition Agreements, which will conform to the approved Acquisition Agreement. Tempate, for the easement interests with the 10 property ownership groups, or a net to exceed amount of \$23,000, which includes the appraised just compensation and a 10% contingency amount, plus \$500 per property for an option to extend the temporary construction easements by an additional six months, and accept the acquisition of the permanent roadway easement and 10 temporary construction easements.
 - b. Approve and execute any other documents necessary to complete these transactions, subject to County Counsel review.

(Presenter: Terry W. Thompson, Director, 387-5000)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County. Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Department of Public Works, Transportation Division (DPW-T) is funded by Gas Tax revenues, fee revenue, and other state and local funding. The Bloomington Avenue Pavement and Storm Drain Improvement Project (Project) is funded with Gas Tax and San Bernardino Valley Measure I revenue. The total cost to acquire one permanent easement and 10

Appraisal and Acquisition of Permanent and Temporary Construction Easements for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Unincorporated Area of Bloomington August 9, 2022

temporary construction easements (TCEs) is estimated to be \$16,300 plus an approximate 10% contingency amount for potential administrative settlements, and an additional \$500 per property for an option to extend the TCEs by an additional six months, for a potential aggregate cost not to exceed \$23,000 (rounded). Sufficient appropriation and revenue are included in the DPW-T's 2022-23 Road Operations budget (6650002000 14H15195).

BACKGROUND INFORMATION

Approval of this item will authorize the acquisition of a permanent roadway easement and TCEs on portions of 10 parcels (Assessor Parcel Numbers (APNs) identified in the table below), located in the unincorporated Bloomington area for the Project, which involves pavement reconstruction; roadway reprofiling; replacement of the existing catch basin; construction of new catch basins; replacement of approximately 800 feet of existing storm drain; construction of new curb, gutter, sidewalk and driveway approaches; construction of new and upgrade of existing curb ramps to meet current Americans with Disabilities Act guidelines, and signing and striping improvements.

DPW-T requires one permanent roadway easement totaling five square feet and 10 TCEs totaling 2,987 square feet across 10 properties to complete the implect. DPW-T has requested assistance from the Real Estate Services Department (RESE) in the appraisal and acquisition of right of way required for the Project.

The portions of land to be acquired from the parcels are described as follows:

Property Owner/Last	Exhibit No. and Type of	451	Total Area to be
<u>Name</u>	<u>Ezsemen</u>	<u>APN</u>	Acquired (sq. ft.)
Herrera	E-1 (Far Janent) &	0253-081-10	5
Horrora	TCE-1 (Tymporary)	0200 001 10	222
Sepulveda	CE-2 (Temporary)	0253-081-11	117
Hurtado	To F-3 (Temporary)	0253-081-13	104
Benavides	TCE-4 (Temporary)	0253-081-14	111
Madriz	CE-5 (Temporary)	0253-082-02	475
Suarez	TCE-6 (Temporary)	0253-082-03	180
Aguilar	TCE-7 (Temporary)	0253-082-04	525
Garcia	TCE-8 (Temporary)	0253-082-05	375
Lopez	TCE-9 (Temporary)	0253-082-19	383
Garcia	TCE-10 (Temporary)	0253-082-08	495

RESD reviewed the Project with DPW-T and initiated the appraisal of the property interests under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Government Code section 7260 et seq., corresponding regulations, and County Policy No. 12-20, for acquisition of property rights for a public project.

Appraisal Nos. 22-36 through 22-45, copies of which are on file with the RESD, were professionally reviewed and approved by qualified RESD staff. The appraisals establish the amounts of just compensation to be paid to the 10 property owners for the easement interests necessary to construct the Project. RESD recommends that the appraisals and just compensation amounts be approved, and that written offers be made to the impacted property owners.

Appraisal and Acquisition of Permanent and Temporary Construction Easements for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Unincorporated Area of Bloomington August 9, 2022

Upon approval, the Director of RESD will complete and execute Acquisition Agreements for the easement interests with the 10 property ownership groups for a not to exceed amount of \$23,000, which includes the appraised just compensation and an approximate 10% contingency amount, plus \$500 per property for an option to extend the TCEs by an additional six months. In addition, the Director of RESD will accept the acquisition of one permanent roadway easement and 10 TCEs. Lastly, this item allows the Director of RESD to approve and execute any other documents necessary to complete these transactions, subject to County Counsel review. RESD will maintain these documents in its files.

On January 25, 2022 (Item No. 39), the Board of Supervisors (Board) approved the Project and considered a categorical exemption in accordance with the California Environmental Quality Act (CEQA). The Clerk of the Board was directed to file and post a Notice of Exemption. Accordingly, no further action is required under CEQA.

PROCUREMENT

RESD can make offers and acquire the necessary right of valuin conformance with all applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Government Code section 3260 et seq., corresponding regulations, and County Policy No. 12-20.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (cott Runyan, Principal Assistant County Counsel, and Aaron Gest, Deputy County Counsel, 387-5455) on July 18, 2022; Public Works (Mervat Mikhail, Interim Deputy Director, 387 7916) in June 29, 2022; Purchasing (Bruce Cole, Supervising Buyer, 387-2148) on June 22, 2022; Inance (Carl Lofton, Administrative Analyst, 387-5404) on July 22, 2022; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on July 23, 2022.

(BF: 361-8976)

Appraisal and Acquisition of Permanent and Temporary Construction Easements for the Bloomington Avenue Pavement and Storm Drain Improvement Project in the Unincorporated Area of Bloomington August 9, 2022

Record of Action of the Board of Supervisors San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Dawn Rowe Seconded: Col. Paul Cook (Ret.)

File - Real Estate Services / attach

Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

CC:

CCM 08/15/2022

RECORDING REQUESTED BY: San Bernardino County Department of Public Works WHEN RECORDED MAIL DOCUMENT and TAX STATEMENT TO: San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835 RECORDER: Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title **GRANT OF EASEMENT** Dept. Code: 11700 (Transportation) A.P.N. 0253-081-10 (ptn) The undersigned grantor(s) declare(s): DOCUMENTARY TRANSFER TAX: \$0.00 computed on full value of property conveyed, or computed on full value less liens and encumbrances remaining ☐ City of ☑ Unincorporated Area Abel Herrera and RosaEvelia Herrera, F d and wife, as joint tenants a body corporate and politic of the State of hereby GRANT(S) to the SAN BERNARDIN WAY PURPOSES over, under, along and across the California, an EASEMENT for HIGHWAY following described real property in said Count XHIBIT "A" Legal Description and EXHIBIT "B" Plat

Section: Township: 1 S Range: 5 W This is to certify that the interest in real property conveyed by the within instrument to the County of San Bernardino, a body corporate Sect.: 22 Quad.: Geo Index: 4016 and politic of the State of California, is hereby accepted by the Bloomington Avenue and Vine undersigned officer/agent on behalf of the Board of Supervisors Road Name(s): Street pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to **Bloomington Avenue Pavement** Project: recordation thereof by its duly authorized officer/agent. & Storm Drain Project H15195 Work Order No.: E - 1Parcel No. (s): Bv: Date: 0253-081-10 (ptn) A.P.N. (s): Terry W. Thompson, Director Real Estate Services Department

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California County of San Bornardino				
On august 2,2022 before me, (atherine, Tabloud) L. Motory Hublic Here Insert Name and Title of the Officer				
personally appeared Well Carcia Herrera &				
Rosa Evelia Herre	Name(s) of Signer(s)			
who proved to me on the basis of satisfactory evidence to be the person(s) those pame(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the astrament the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
CATHERINE ZABLOUDIL Notary Public - California San Bernardino County Commission # 2387385 My Comm. Expires Dec 18, 2025	Legrtin, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WHINESS my hand and official seal.			
Place Notary Seal and/or Stamp Above	Signature Signature of Notary Public			
Completing in Laformation can	deter alteration of the document or form to an unintended document.			
Description of Attached Document Title or Type of Document:	Ea seyword Number of Pages: 3			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name: Claimed by Signer(s) Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: Por Evelia Hercera Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian or Conservator Officer – Teacuf Signer is Representing:			

EXHIBIT "A"

LEGAL DESCRIPTION RIGHT OF WAY DEDICATION

APN: 0253-081-10-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 27, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, AS PER MAP RECORDED IN BOOK 19, PAGE 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 27, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINES OF SAID LOT 27, 3.00 FEET:

THENCE LEAVING SAID NORTHWESTERLY LIDES AND ON SOUTHERLY DIRECTON 4.2 FEET PLUS OR MINUS TO THE SOUTHWESTERLY LINE OF SAID LOT 27, SAID POINT BEING 3.00 EET FROM SAID WEST CORNER OF LOT 27.

THENCE ALONG SAID SOUTHWEST ERLY LINE 3.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE M. DE ... ART HEREOF.

NAL LAND

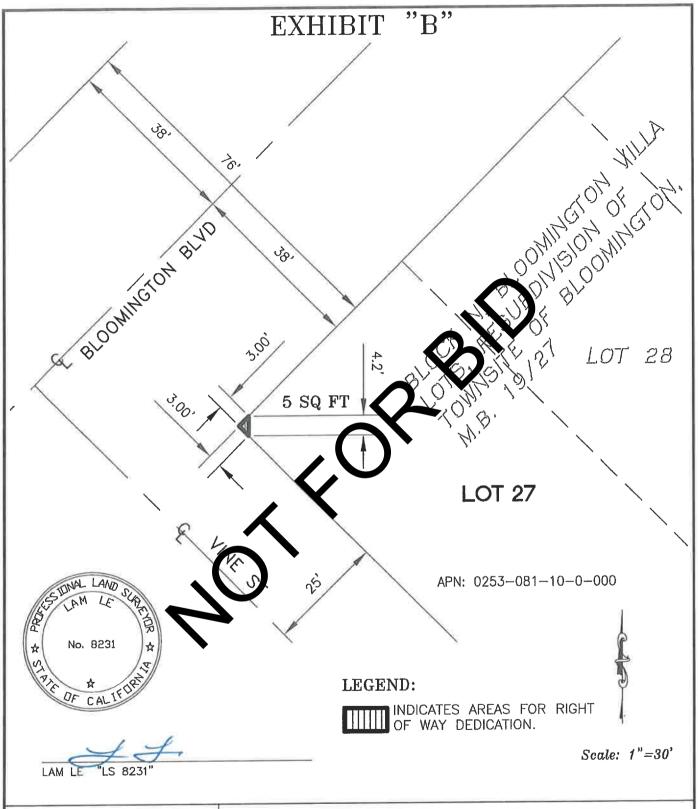
No. 8231

TE OF CALIF

PREPARED BY:

LAM LE, P.L.S. No. 8231

December 21, 2021 DATE



Prepared in the office of CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

RIGHT OF WAY DEDICATION

PORTION OF LOT 27, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, RECORDED IN BOOK 19, PAGE 27 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

 $\begin{array}{c} \text{SHEET} \\ 1 \\ \text{OF} \underline{1} \end{array}$

JOB No. 2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-081-10 (ptn)

TEMPORARY CONSTRUCTION EASEMENT DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

Abel Herrera and Rosa Evelia Herrera, Husband and ioint tenants

of the State of California, a hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corpor TEMPORARY CONSTRUCTION EASEMENT for construction per under and across the following described real property in said County:

EXHIBIT "B" PLAT ATTACHED. SEE EXHIBIT "A" LEGAL DESCRIPTION

for a period of 6 months, commencing upon This Temporary Construction Easement shall remain in e purposes and terminating upon completion of the beginning date of construction November 1, 2 the project known as Bloomington Avenue Paver ent & torm Drain Project, but terminating no later than apon notice to grantor at any time prior to April 30, April 30, 2023. Grantee shall have the option sable exerc ont commencing May 1, 2023 and terminating no later than 2023, to extend for an additional six (6) October 30, 2023.

grantor(s) plan to sell, lease or rent the grantor's property prior to the It is understood that in the event the construction easement, the grantor(s) shall inform, in writing, any final expiration date of this temporary ase, or rental of this temporary construction easement and and all parties involved in ale, associated construction pro

pand and wife, as joint tenants Abel Herrera and Rosa Evelia

Na Tit	Celuf Marray 8-2-2022 me: Abel Herrera Date e:	Rose k Name: Rosa Evelia He Title:	errera S-2-20 Date
within politic under pursu Super record	s to certify that the interest in real property conveyed by the instrument to San Bernardino County, a body corporate and of the State of California, is hereby accepted by the signed officer/agent on behalf of the Board of Supervisors ant to authority conferred by resolution of the Board of visors adopted on March 27, 2012 and the Grantee consents to lation thereof by its duly authorized officer/agent. Date: Terry W. Thompson, Director Real Estate Services Department	Township: 1 S Geo Index: 4016 Road Name(s): Project: Work Order No.: Parcel No. (s): A.P.N. (s):	Sect.: 22 Quad.: 2 Bloomington Avenue at Vine Street Bloomington Avenue Pavement & Storm Drain Project H15195 TCE - 01 0253-081-10 (ptn)
	MAIL TAX STATEMENTS TO PAR	TY SHOWN ON FOLL	OWING LINE

Not Applicable

City & State Street Address Name

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Here Insert Name and Title of the Officer Date personally appeared ne(s) is/are subscribed who proved to me on the basis of satisfactory evidence to be the person(s to the within instrument and acknowledged to me that he/she/they e me in his/her/their nt the person(s), or the entity authorized capacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the instrument. under PENALTY OF PERJURY under the State of California that the foregoing CATHERINE ZABLOUDIL aph is true and correct. Notary Public - California parag San Bernardino County **Commission # 2387385** ESS my hand and official seal. Comm. Expires Dec 18, 2025 Signature Signature of Notary Public Place Notary Seal and/o Abov **OPTIONAL** formation can deter alteration of the document or Comple eattachment of this form to an unintended document. **Description of Attach** d Document Title or Type of Document: Number of Pages: Document Date: __ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s Signer's Name: Wel Garcia Signer's Name: Kosa-□ Corporate Officer – Title(s): ☐ Corporate Officer - Title(s): ___ □ Partner – □ Limited □ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact □ Individual □ Attorney in Fact □ Individual □ Guardian or Conservator □ Trustee ☐ Guardian or Conservator □ Trustee Other: Other: _

Signer is Representing:

Signer is Representing:

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-081-10-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 27, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, AS PER MAP RECORDED IN BOOK 19, PAGE 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 4.00 FEET OF SAID LOT 28.

THE SOUTHWESTERLY 2.00 FEET OF THE NORTHWL TF LLY 17.50 FEET OF SAID LOT 28. EXCEPTING THE ABOVE MENT IN NORTHWESTERLY 4.00 FEET.

EXCEPTING THAT PORTION DESCRIPED AN FOLLOWS:
BEGINNING AT THE WEST CORNEX OF SAID LOT 27, THENCE
NORTHEASTERLY ALONG THE CORTHWESTERLY LINE OF SAID LOT 27, 3.00
FEET; THENCE LEAVING SAID NOW THWESTERLY LINE AND ON SOUTHERLY
DIRECTON 4.2 FEET PLUS OR MINUS TO THE SOUTHWESTERLY LINE OF
SAID LOT 27, SAID POINT BYING 3.00 FEET FROM SAID WEST CORNER OF
LOT 27. THENCE ALONG SAID SOUTHWESTERLY LINE 3.00 FEET TO THE
POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 222 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

AL LAND

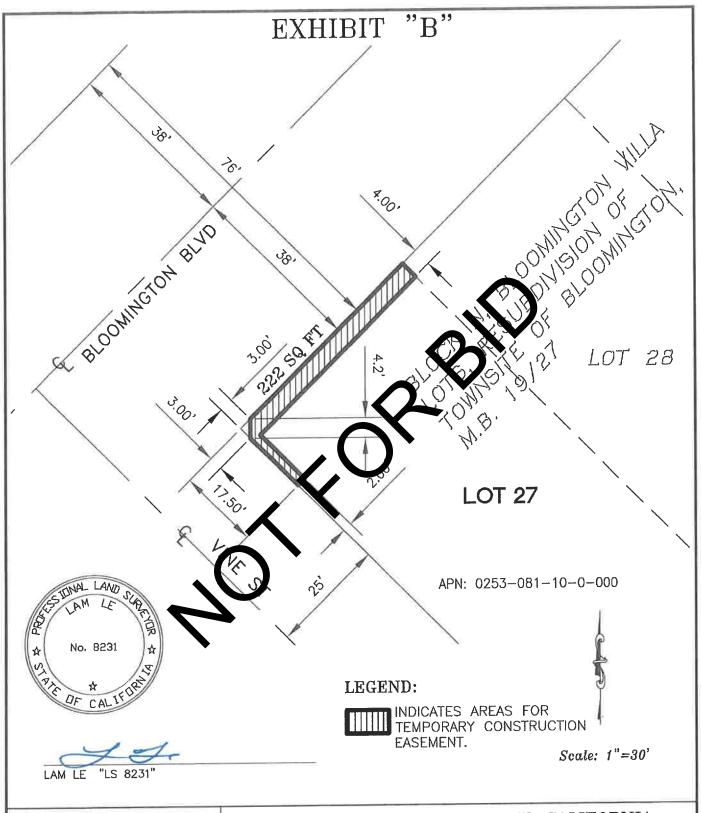
No. 8231

PREPARED BY:

LAM LE, P.L.S. No. 8231

<u>December 21, 2021</u>

DATE



Prepared in the office of CL SURVEYING & MAPPING

400 RAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 27, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, RECORDED IN BOOK 19, PAGE 27 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET

1

OF 1

JOB No.
2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-081-11 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Emanuel Sepulveda, a Single Man

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporation of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes their and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in e. sec. for period of <u>6</u> months, commencing upon the beginning date of construction November 1, 20%2 for said purposes and terminating upon completion of the project known as <u>Bloomington Avenue Paver ent & torm Drain Project</u>, but terminating no later than <u>April 30, 2023</u>. Grantee shall have the option, kert sable pon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) nonth, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) Man to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, wase, or rental of this temporary construction easement and associated construction project.

Emanuel Sepulveda, a Single Man

Name

Nar Titl	me: Emanuel Sepulve la e:	10/ii/27	Name: Title:		Date
within politic unde pursu Supe	is to certify that the interest in real proposition instrument to San Bernardino County, of the State of California, is here resigned officer/agent on behalf of the stant to authority conferred by resolution risors adopted on March 27, 2012 and the dation thereof by its duly authorized officer. Date: Terry W. Thompson, Director Real Estate Services Department	a body corporate and beby accepted by the Board of Supervisors tion of the Board of the Grantee consents to tr/agent.	Township: 1 S Geo Index: 4016 Road Name(s): Project: Work Order No.: Parcel No. (s): A.P.N. (s):	Sect.: 22 Bloomington Aven Bloomington Aven & Storm Drain P H15195 TCE - 02 0253-081-11 (ptn)	enue at Vine Street enue Pavement roject
	MAIL TAX ST	ATEMENTS TO PART	TY SHOWN ON FOLL	OWING LINE	

Not Applicable

Street Address

CALIFORNIA ACKNOWLEDGMENT

CALIFORNIA ACKNOWLEDOMENT	
A notary public or other officer completing this certificate verif to which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of SAN BERNARDINO	
On OCTOBER 11, 2022 before me, 15	Here Insert Name and Title of the Officer
personally appeared EMANUAL SERVI	LVEDA
^	Name(s) of Signer(s)
o the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signation behalf of which the person(s) acted, executed the	ature(s) on the strame it the person(s), or the entity
KAREN A. DAMAVANDI Notary Public - California San Bernardino County Commission # 2388054 My Comm. Expires Dec 23, 2025	Learting under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Place Notary Seal and/or Stamp \bove	Signature of Notary Public
	ONAL deter alteration of the document or
	form to an unintended document.
Description of Attache \ Document	
Title or Type of Document: Temporary	CONSTRUCTION EASIEMENT
Document Date: OCTOBER 11, 2027	Number of Pages:
Signer(s) Other Than Named Above: N/A	
Capacity(ies) Claimed by Signer(s) Signer's Name: EMANUEL SERULVEOA Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian or Conservator	Signer's Name:

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-081-11-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 28, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, AS PER MAP RECORDED IN BOOK 19, PAGE 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTA CRED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

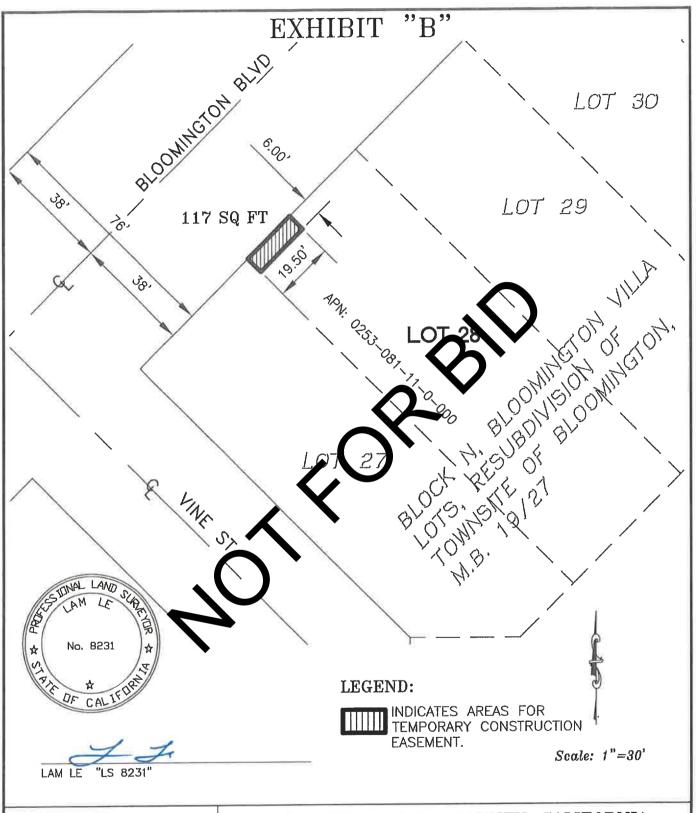
No. 8231

OF CALIF

PREPARED BY:

LAM LE, P.L.S. No. 8231

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 28, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, RECORDED IN BOOK 19, PAGE 27 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET 1 OF 1

JOB No. 2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

Name

UNINCORPORATED AREA

A.P.N. 0253-081-14 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Marcos Luis Benavides, a single man and Cecilia Brenda Benavides a single woman, as Joint Tenants

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and p little of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction put tose over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in each for a period of 6 months, commencing upon the beginning date of construction November 1, 2022 it said purposes and terminating upon completion of the project known as Bloomington Avenue Payer ent & storm Drain Project, but terminating no later than April 30, 2023. Grantee shall have the option exercy able spon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) nonths, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the ale, hase, or rental of this temporary construction easement and associated construction project.

Marcos Luis Benavides, a single part and Scilia Brenda Benavides, a single woman, as Joint Tenants

Name: Marcos Luis Benavides Date Title:	Name: Cecilia Brenda Benavides Date Title:		
This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: Date: Terry W. Thompson, Director Real Estate Services Department	Geo Index: 4016 Sect.: 22 Quad.: 2 Road Name(s): Bloomington Avenue Project: Pavement & Storm Drain Project Work Order No.: H15195 Parcel No. (s): TCE – 04 A.P.N. (s): 0253-081-14 (ptn)		
MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE Not Applicable			

Street Address

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate of document to which this certificate is attached, and not the transfer of the tr	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.
State of California County of San Bernardinu On November 3, 2022 before me, LBo Date personally appeared Cecilia Bren	Here Insert Name and Title of the Officer And Bunavioles Name(s) of Signer(s)
who proved to me on the basis of satisfactory ev subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/for the entity upon behalf of which the person(s) acted	per/their signature(s) on the instrument the person(s), it, executed the instrument.
L. BOJORQUEZ COMM. 2416416	ertif under PENALTY OF PERJURY under the laws the state of California that the foregoing paragraph and correct. TNESS my hand and official seal. gnature Signature of Notary Public
Place Notary Scal bove OPTIC Though this section is optional, completing this inferendula of reattachment of this form	ONAL ————————————————————————————————————
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Construction Casemer
Capacity(ies) Claimed by Signer(s) Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
	4 000 HO NOTADY (1 000 076 6007) Horn #5007

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-081-14-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 31, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, AS PER MAP RECORDED IN BOOK 19, PAGE 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

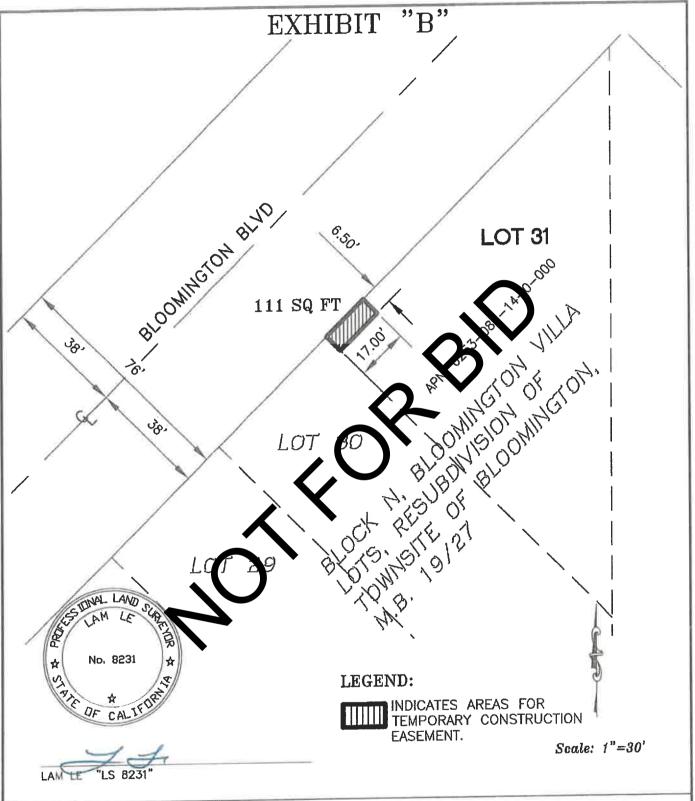
THE NORTHWESTERLY 6.50 FEET OF THE SOUTHWESTERLY 17.00 FEET OF SAID LOT 31.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT AT ACTED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

LAMLE, P.L.S. No. 8231

December 21, 2021 DATE 

Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (908) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 31, BLOCK N, BLOOMINGTON VILLA LOTS, RESUBDIVISION OF TOWNSITE OF BLOOMINGTON, RECORDED IN BOOK 19, PAGE 27 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET
1
OF 1
JOB No.

2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works
825 East Third Street, Room 145
San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-082-02 (ptn)

Cesia Madriz, a single woman

Name

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Cesia Madriz, a single woman

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and policic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period of 6 months, commencing upon the beginning date of construction November 1, 2022 for 3 a purposes and terminating upon completion of the project known as Bloomington Avenue Pavement & ton Drain Project, but terminating no later than April 30, 2023. Grantee shall have the option, exercisable upon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) morans, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) clan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Name: Cesia Title:	Madriz Date	Name: Title:	Dat	re
within instrumen politic of the sundersigned offi pursuant to au Supervisors adoprecordation there by: Terry W.	that the interest in real property conveyed by the to San Bernardino County, a body corporate and State of California, is hereby accepted by the icer/agent on behalf of the Board of Supervisors thority conferred by resolution of the Board of pted on March 27, 2012 and the Grantee consents to cof by its duly authorized officer/agent. Date: Thompson, Director ate Services Department	Township: 1 S Geo Index: 4016 Road Name(s): Project: Work Order No.: Parcel No. (s): A.P.N. (s):	Sect.: 22 Quad.: Bloomington Avenue Pavement & Storm Drain I H15195 TCE - 05 0253-082-02 (ptn)	2
	MAIL TAX STATEMENTS TO PA	RTY SHOWN ON FOLL	OWING LINE	

Not Applicable

Street Address

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature Sv

State of California County ofSan Bernardino)	
On OCTOBFRE 17. 2022 before me, Guo Xiong Liu, No (insert name and	otany Public title of the officer)
who proved to me on the basis of satisfactory evidence to ke the subscribed to the within instrument and acknowledged to me hat his/her/their authorized capacity(ies), and that by his/he (their signal person(s), or the entity upon behalf of which the person(d) acted, experience.	e/she/they executed the same in ature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the State paragraph is true and correct.	e of California that the foregoing
WITNESS my hand and official seal.	GUO XIONG LIU Notary Public - California Riverside County Commission # 2347258 My Comm. Expires Feb 16, 2025

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-02-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 22 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 9.50 FEET OF SAID LOT 22.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 435 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATT ACH ED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

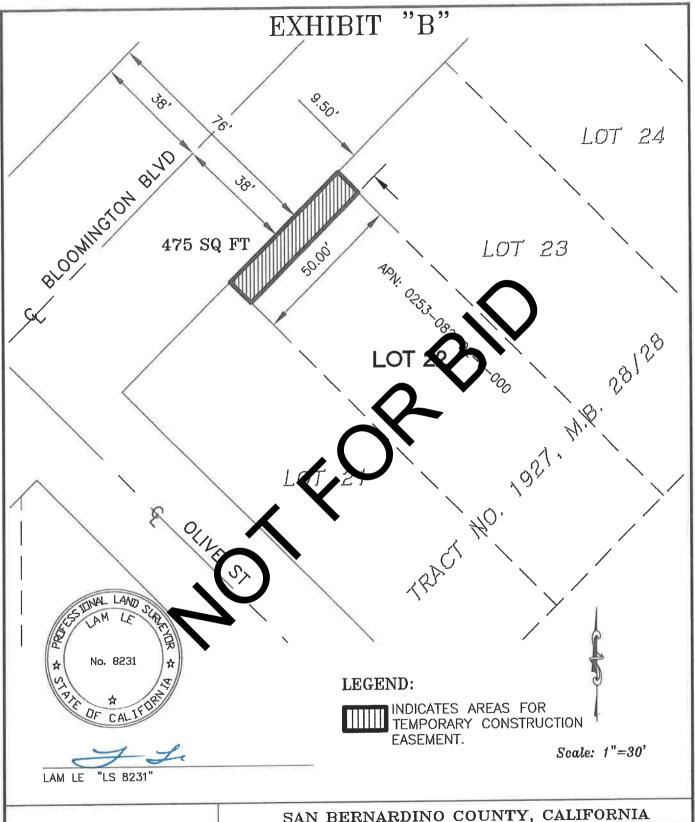
No. 8231

OF CALIFO

PREPARED BY:

LAM LE, P.L. No. 2 31

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 22, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET 1
OF_1
JOB No.
2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-082-03 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

Jose Luis Suarez, a married man as his sole and separate property

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and colin of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect to period of <u>6</u> months, commencing upon the beginning date of construction November 1, 2022 for stid purposes and terminating upon completion of the project known as <u>Bloomington Avenue Paver ent & torm Drain Project</u>, but terminating no later than <u>April 30, 2023</u>. Grantee shall have the option, exer isable pon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) pronths, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) clan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Jose Luis Suarez, a married can shis so and separate property

	me: Jose Luis Suarez	16-6.22 Date	Name: Title:		Date	
withir politic under pursu Supe	is to certify that the interest in real properties of the State of California, is her resigned officer/agent on behalf of the leant to authority conferred by resolutivisors adopted on March 27, 2012 and dation thereof by its duly authorized officer Date: Terry W. Thompson, Director Real Estate Services Department	a body corporate and eby accepted by the Board of Supervisors tion of the Board of the Grantee consents to er/agent.	Parcel No. (s): A.P.N. (s):	Sect.: 22 Bloomington Aven Bloomington Aven & Storm Drain P H15195 TCE – 06 0253-082-03 (ptn)	enue Pavement roject	
	MAIL TAX ST	CATEMENTS TO PART	TY SHOWN ON FOLL	OWING LINE		

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name Street Address

City & State

CALIFORNIA ACKNOWLEDGMENT

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
fies only the identity of the individual who signed the document accuracy, or validity of that document.
Here Insert Name and Title of the Officer
Name(s) of Signer(s)
ce to be the person's whose name(s) is/are subscribed to the/she/they executed the same in his/her/their ature(s) on the last ament the person(s), or the entity is instrument.
Legrin, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature Karm A. Daml.
Signature of Notary Public ONAL
deter alteration of the document or form to an unintended document.
Confirmation of the Confirmation
CONSTRUCTION FASE-MENT
Number of Pages:
Signer's Name: Corporate Officer — Title(s): Partner — _ Limited _ General

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-03-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 23 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 9.50 FEET OF THE SOUTHWESTERLY 19.00 FEET OF SAID LOT 23.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 18 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

NAL LAND S

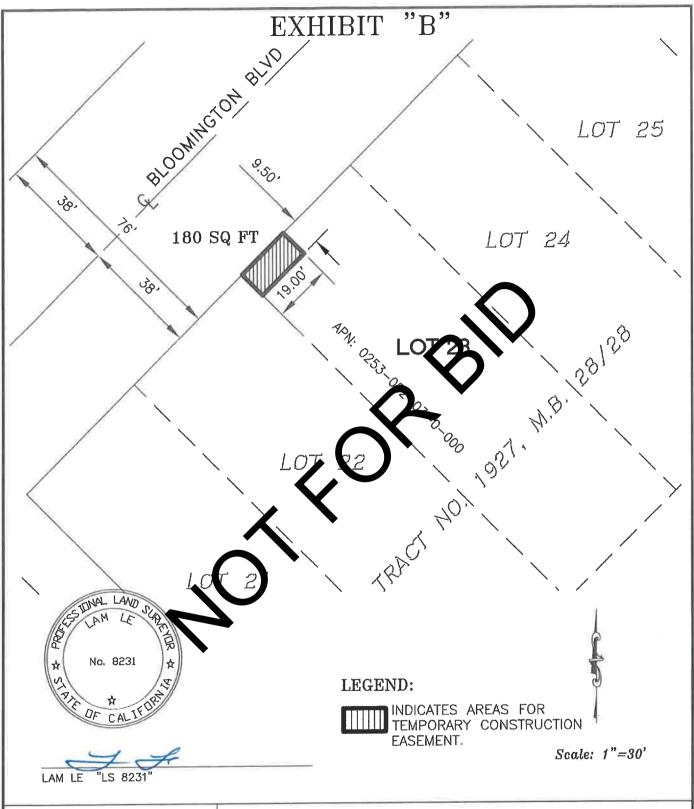
No. 8231

ATE OF CALL

PREPARED BY:

LAM LE, P.L.S. No. 8231

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 23, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

 $\begin{array}{c} \text{SHEET} \\ 1 \\ \text{OF} \\ 1 \end{array}$

JOB No. 2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works
825 East Third Street, Room 145
San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-082-04 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Indalecio Danny Aguilar, a Single Ma

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporation of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction proposed very under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in ease and to period of 6 months, commencing upon the beginning date of construction November 1, 2022 or said purposes and terminating upon completion of the project known as Bloomington Avenue Pavement & Storm Drain Project, but terminating no later than April 30, 2023. Grantee shall have the option exercisable apon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) control, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Indalecio Danny Aguilar, a Sagle Man

Name

Name: Indalecio Danny Aguilar Date Title:	Name: Title:	Date
This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent. By: Date: Terry W. Thompson, Director	Township: 1 S Geo Index: 4016 Road Name(s): Project: Work Order No.: Parcel No. (s): A.P.N. (s):	
Real Estate Services Department		
MAIL TAX STATEMENTS TO PART Not App		OWING LINE

Street Address

CALIFORNIA ACKNOWLEDGMENT

)#8#8#6#8#8#8#8#8#		
A notary public or other officer completing this completing this control which this certificate is attached, and not the	ertificate verif truthfulness,	ies only the identity of the ind accuracy, or validity of that c	ividual who signed the document locument.
State of California	1		
County of SAN BERNAR DIT	10		
Date			nd Title of the Officer
personally appeared IN DALE CLO	PHHAD	Name(s) of Signer(s)	
who proved to me on the basis of satisfact to the within instrument and acknowledged authorized capacity(ies), and that by his/he upon behalf of which the person(s) acted, or the person of the perso	d to me that er/their signa	t he/she/they excouled the ature(s) on the istrument	os pame(s) is/are subscribed a same in his/her/their the person(s), or the entity
KAREN A. DAMAYANDI Notary Public - California San Bernardino County Commission # 2388054 My Comm. Expires Dec 23, 2025			
		Signature	A. Om di
Place Notary Seal and/o Stamp Abo	ve	9	ature of Notary Public
	ОРТІ	ONAL	
Complete a tribulor of the complete of the com	nation can d ent of this	deter alteration of the do form to an unintended d	ocument or ocument.
Description of Attached Document	111111111111111111111111111111111111111		
Title or Type of Document:	popeen	CONSTRUCTION	
Document Date:	22	Nı	umber of Pages:
Signer(s) Other Than Named Above: _	NA		
Capacity(ies) Claimed by Signer(s) Signer's Name: NACKO CANY □ Corporate Officer - Title(s): □ Partner - □ Limited □ General □ Individual □ Attorney in I □ Trustee □ Guardian or C	Fact Conservator	☐ Corporate Officer — ☐ Partner — ☐ Limited ☐ Individual ☐ Trustee ☐ Other:	☐ Itle(s): ☐ General ☐ Attorney in Fact ☐ Guardian or Conservator
Signer is Representing:		Signer is Representing];

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-04-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 24 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 10.50 FEET OF SAID LOT 24.

THE ABOVE DESCRIBED PARCEL OF LAND CONT. IN \$25 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT AT ACLED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

AM LE

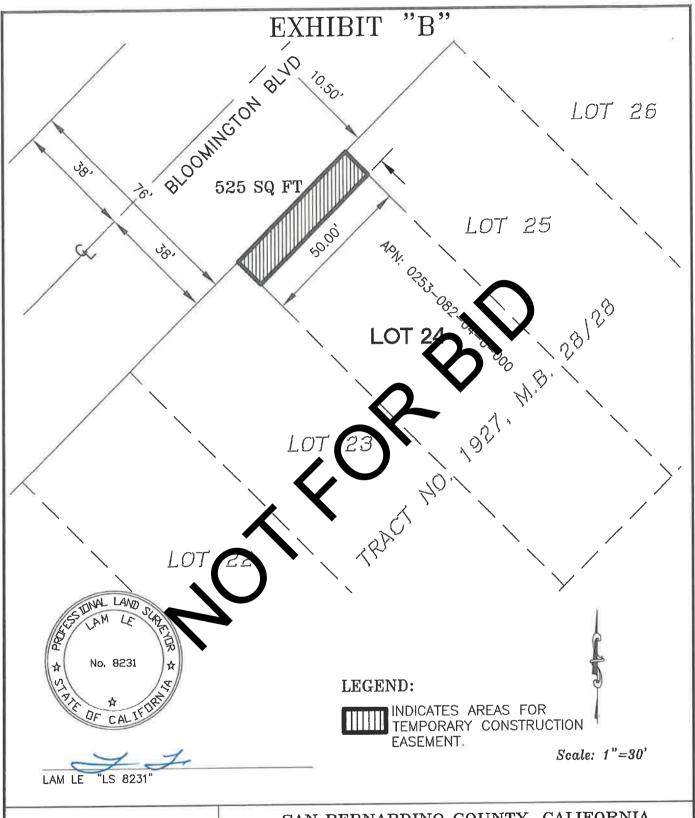
No. 8231

F OF CALIFO

PREPARED BY:

LAM LE, P.L. No. 31

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 24, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET of 1JOB No.

2020-K0A-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

Name

UNINCORPORATED AREA

A.P.N. 0253-082-05 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Pedro Garcia and Maria C. Garcia, Husband and wife as joint tenants

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and colin, of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect to a period of 6 months, commencing upon the beginning date of construction November 1, 2022 for said purposes and terminating upon completion of the project known as Bloomington Avenue Paver ent & torm Drain Project, but terminating no later than April 30, 2023. Grantee shall have the option, ever isable pon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) months, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the cale, leave, or rental of this temporary construction easement and associated construction project.

	all parties involved in the cole, leave, or remassociated construction project.	tal of this temporar	ry construction easement and	
Na	Pedro Garcia and Maria C. Carcia, Husban, and wife, as joint ame. Pedro Garcia Date Date	Name: Maria C. Garcia Title:	1/00 Date 11/1/22	
within politic under pursu Supe	is to certify that the interest in real property conveyed by the instrument to San Bernardino County, a body corporate and co of the State of California, is hereby accepted by the ersigned officer/agent on behalf of the Board of Supervisors and to authority conferred by resolution of the Board of ervisors adopted on March 27, 2012 and the Grantee consents to redation thereof by its duly authorized officer/agent. Date: Terry W. Thompson, Director Real Estate Services Department	Geo Index: 4016 Road Name(s):		
	MAIL TAX STATEMENTS TO PAR		OWING LINE	
	Not Applicable			

Street Address

CALIFORNIA ACKNOWLEDGMENT

;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	<u>@####################################</u>			
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California				
County of SAN BERNARDINO				
On OCTOBER 25, 2022 before me, FA	Here Insert Name and Title of the Officer			
personally appeared PROPO CARCA				
٨	Name(s) of Signer(s)			
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(i), and that by his/her/ther signs upon behalf of which the person(s) acted, executed the	the/sme/thmy executed the same in his/har/thair sture(s) on the astrum at the person(s), or the entity			
KAREN A. DAMAVANDI Notary Public - California San Bernardino County Commission # 2388054 My Comm. Expires Dec 23, 2025	I certh under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WHINESS my hand and official seal.			
Share Mature Card and Gardina About	Signature of Notary Public			
Place Notary Seal and/o Stamp Above				
Completing the Information can be first tulen, reattachment of this t	deter alteration of the document or form to an unintended document.			
Description of Attach d Document	CONSTRUCTION FLASEMENT			
Title or Type of Document: TRMPOR ANY				
Document Date: OCTOBFUR 25, 200	2-72Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name: PEDEO CARCIA □ Corporate Officer - Title(s): □ □ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: □ Other:	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:			
Signer is Representing:	Signer is Representing:			

CALIFORNIA ACKNOWLEDGMENT

	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of SAN BERNARDINO	
On November 1, 2022 before me, K	Here Insert Name and Title of the Officer
personally appeared MARIA GARCIA	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(i), and that by his/her/ther signature signal penalf of which the person acted, executed the	t ne/she/they exact ed the same in his/her/their ature(x) on the astrame at the person(x), or the entity
KAREN A. DAMAYANDI Notary Public - California San Bernardino County Commission # 2388054 My Comm. Expires Dec 23, 2025	Leerth, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WHINESS my hand and official seal.
	Signature A. Dama di
Place Notary Seal and/of Stamp Above	Signature of Notary Public
Complete a Little formation can d	onal deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	CONSTRUCTION EASEMENT
Document Date: VOV PM 15PM 2022	Number of Pages:
Signer(s) Other Than Named Above: N/A	
Capacity(ies) Claimed by Signer(s) Signer's Name: MALLA GRACIA Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer is Representing:	Signer's Name:

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-05-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 25 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 7.50 FEET OF SAID LOT 25.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 375 QUARE FEET MORE OR LESS.

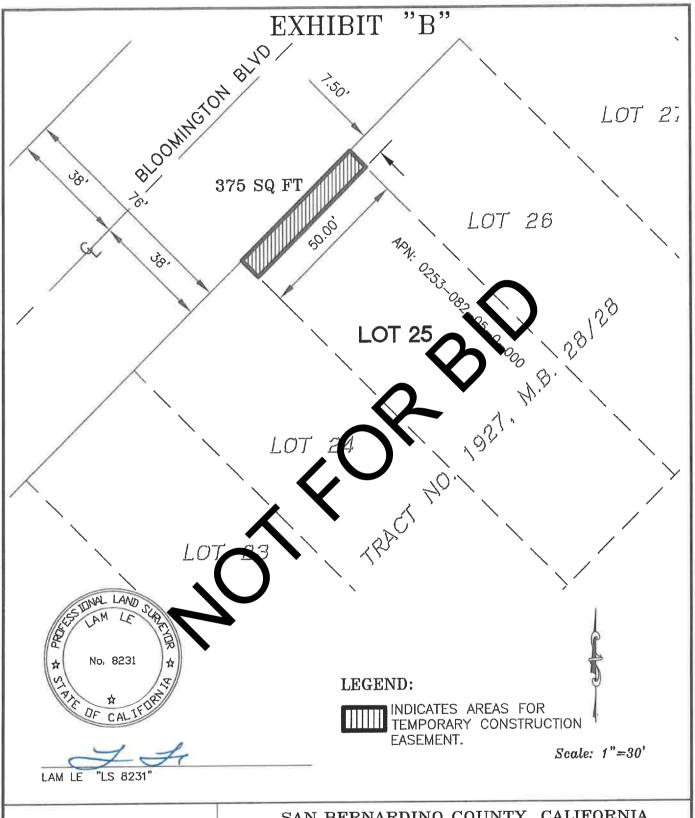
ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

No. 8231

PREPARED BY:

LAM LE, P.L. 31

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 25, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET 1				
OF_	1			
JOB	N <u>o.</u>			
2020-	-KOA-01			

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

A.P.N. 0253-082-19 (ptn)

TEMPORARY CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

City & State

Guy Michael Lopez, a Married Man as his sole and separate property

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and solid of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect the period of 6 months, commencing upon the beginning date of construction November 1, 2022 for said purposes and terminating upon completion of the project known as Bloomington Avenue Paver ent & Yohn Drain Project, but terminating no later than April 30, 2023. Grantee shall have the option, exertisable pon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) pronths, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s) lan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Guy Michael Lopez, a Marrie Ma as his ble and separate property

Name

	me: Guy Michael Lopez Date Date	Name: Title:	Da	ate
within politic under pursu Super	is to certify that the interest in real property conveyed by the instrument to San Bernardino County, a body corporate and c of the State of California, is hereby accepted by the resigned officer/agent on behalf of the Board of Supervisors and to authority conferred by resolution of the Board of rvisors adopted on March 27, 2012 and the Grantee consents to dation thereof by its duly authorized officer/agent. Date: Terry W. Thompson, Director Real Estate Services Department	Township: 1 S Geo Index: 4016 Road Name(s): Project: Work Order No.: Parcel No. (s): A.P.N. (s):		: 2
	MAIL TAX STATEMENTS TO PAR Not Ap	CTY SHOWN ON FOLL	OWING LINE	

Street Address

CALIFORNIA ACKNOWLEDGMENT

\$2000000000000000000000000000000000000					
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
State of California					
County of SAN BERNARDINO					
On OCTOBER 25,2022 before me, K	Here Insert Name and Title of the Officer				
personally appeared Guy MICHAFIL Lo	Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signal upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity				
KAREN A. DAMAYANDI Notary Public - California San Bernardino County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.				
Commission # 2388054 My Comm. Expires Dec 23, 202	Signature Kann Dam				
Place Notary Seal and/o/ Stam, Above	Signature of Notary Public				
Complex of Significantion can d	ONAL deter alteration of the document or form to an unintended document.				
Description of Attach d Document	CO. M. T. C.				
Title or Type of Document: Tempor any					
Document Date: OCTOBER 25, 202	Number of Fages.				
Signer(s) Other Than Named Above: V/A					
Capacity(ies) Claimed by Signer(s) Signer's Name: GNU MICHARIL LOPEZ Corporate Officer - Title(s): Partner - Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer – Title(s): Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:				

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-19-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 26 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 7.50 FEET OF SAID LOT 26.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 193 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" PLOT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

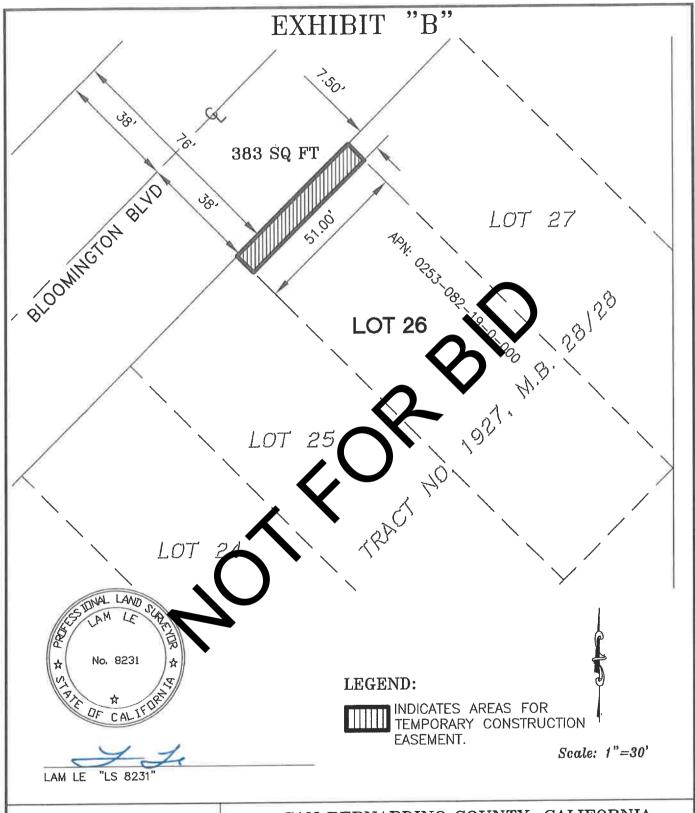
JAL LAND

No. 8231

PREPARED BY:

LAM LE, P.L. Tree 2 31

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 EAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (909) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 26, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

SHEET 1			
OF_	1		
JOB	N <u>o.</u>		

2020-KOA-01

RECORDING REQUESTED BY:

San Bernardino County Department of Public Works 825 East Third Street, Room 145 San Bernardino, CA 92415-0835

WHEN RECORDED MAIL TO:

Same as above

RECORDER:

Record without fee subject to Govt. Code 6103 Recordation required to complete chain of title

UNINCORPORATED AREA

TEMPORARY
CONSTRUCTION EASEMENT

DOCUMENT TRANSFER TAX \$ 0.00

Dept. Code: 11700 (Transportation)

A.P.N. 0253-082-08 (ptn)

Suria Garcia, a Married Woman

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and policic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIPT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in exect or a period of <u>6</u> months, commencing upon the beginning date of construction November 1, 2022 for and purposes and terminating upon completion of the project known as <u>Bloomington Avenue Pavement as Stean Drain Project</u>, but terminating no later than <u>April 30, 2023</u>. Grantee shall have the option, exercisable upon notice to grantor at any time prior to April 30, 2023, to extend for an additional six (6) months, commencing May 1, 2023 and terminating no later than October 30, 2023.

It is understood that in the event the grantor(s, plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project.

Name: Suria Garcia Date Name: Title:

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012 and the Grantee consents to recordation thereof by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Range: 5 W Section: Township: 1 S Quad.: Geo Index: 4016 Sect.: 22 Bloomington Avenue Road Name(s): Pavement & Storm Drain Project Project: Work Order No.: H15195 TCE - 10 Parcel No. (s): 0253-082-08 (ptn) A.P.N. (s):

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name

Street Address

City & State

CALIFORNIA ACKNOWLEDGMENT

OALI	
	Company to the first of the second se
A notary public or other officer completing this certificate verifito which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of SAN BERNARDINO	
On NOVEMBER 21,2022 before me, KA	REN A. DAMAVANDI I NOTARN PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared SURIA GARCIA	
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signs upon behalf of which the person(s) acted, executed the	t hé/she/théy exact ed the same in his/her/théir ature(s) on the astrament the person(s), or the entity
KAREN A. DAMAYANDI Notary Public - California San Bernardino County Commission # 2388054 My Comm. Expires Dec 23, 2025	Legrin, under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WHINESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
A	ONAL —
	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title of Type of Bootamona	CONSTRUCTION BASEMEN!
Document Date: NOVEMBER 21, 20	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:SUR-LA_GARCAR Corporate Officer - Title(s): Partner - □ Limited □ General Individual □ Attorney in Fact Guardian or Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer – Title(s): Partner – _ Limited _ General

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

APN: 0253-082-08-0-000

THE LAND REFERRED TO HEREON IS SITUATED IN THE UNINCORPORATED AREA OF BLOOMINGTON, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA, BEING A PORTION OF LOT 28 OF TRACT NO. 1927 AS PER MAP RECORDED IN BOOK 28, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 11.00 FEET OF THE SOUHWESTER Y 45.0) FEET OF SAID LOT 28.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAIN 49 SQUARE FEET MORE OR LESS.

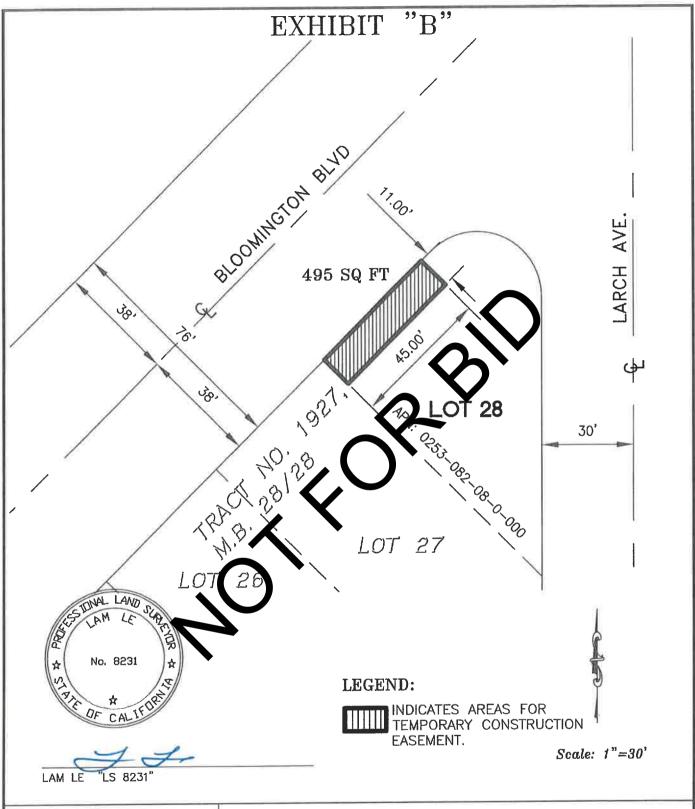
ALL AS SHOWN ON EXHIBIT "B" PLOT ATTA CALL HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

No. 8231

PREPARED BY:

LAM LE, P.L.S. Vo. 8231

December 21, 2021 DATE



Prepared in the office of

CL SURVEYING & MAPPING

400 BAST RINCON ST., SUITE 202 CORONA, CA 92879 Tel (809) 484-4200 Fax (909) 484-4229

SAN BERNARDINO COUNTY, CALIFORNIA

TEMPORARY CONSTRUCTION EASEMENT

PORTION OF LOT 28, TRACT NO. 1927, RECORDED IN BOOK 28, PAGE 28 OF MAPS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA. SHEET 1
OF 1
JOB No.
2020-KOA-01

Standard and Special Drawings (Green Pages)

inserted here

LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

RESIDENT NOTIFICATION LETTER (ENGLISH)

RESIDENT NOTIFICATION LETTER (SPANISH)

SPECIAL DRAWINGS AND COUNTY STANDARDS

109 110 115 116 203 206

206A 208 303 303(A) 303(B)

SPEC DWG 106 SPEC DWG 135B

CALTRANS STANDARD PLANS DATED 2018

A20A A20B A20C A20D A24A A24C A24D A24E

A24F A62A A62F A87(MOLEFICAL A87A

A87B A88A A88B D72B RSP ES-1A RSP ES-1B RSP ES-1C

RSP ES-5B RSP ES-5C RS ES-7A RSP ES-7Q RSP ES-8A RSP ES-8B

T9 T10 T11 T13

CA MUTCD 2014

2A-2 (CA) 2C-13 (CA) 3B-102 (CA) 3F-101 (CA) 3H-101 (CA)

FIGURE 6H-28 FIGURE 6H-29 SECTION 6D.01 SECTION 6D.02

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

303-4 (2 Sheets) 340-2 (2 Sheets) 380-4 (2 Sheets)

380-2-OC 340-4-OC





NOTICE TO THE RESIDENTS OF BLOOMINGTON AVENUE

The County of San Bernardino Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) are. The construction shall include (detailed description of work).

This work will be performed between the dates of (start late) and (end date).

Normal working hours will be between the hours f______A.M. and ______ P.M. Monday through Friday.

There will be "No Parking Signs" posted on Jour street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

- 1. Do not park your vehicles on the roadway
- 2. Do not allow water to run on the roadway
- 3. Do not allow child tenderal in the roadway.
- 4. Do not place tash and or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.
(Company name)
(Company contact name)
(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920





NOTIFICACIÓN A LOS RESIDENTES DE BLOOMINGTON AVENUE

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para (type of work) la calle llamada (name of real) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha d	le (start de (e) y (end date).	Las horas elegidas para
hacer este trabajo serán entre las	de la vanana y	_ de la tarde de lunes a
viernes.		

Habrá letreros indicando que "No Habra Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Derante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitat a y por esta razón pedimos lo siguiente:

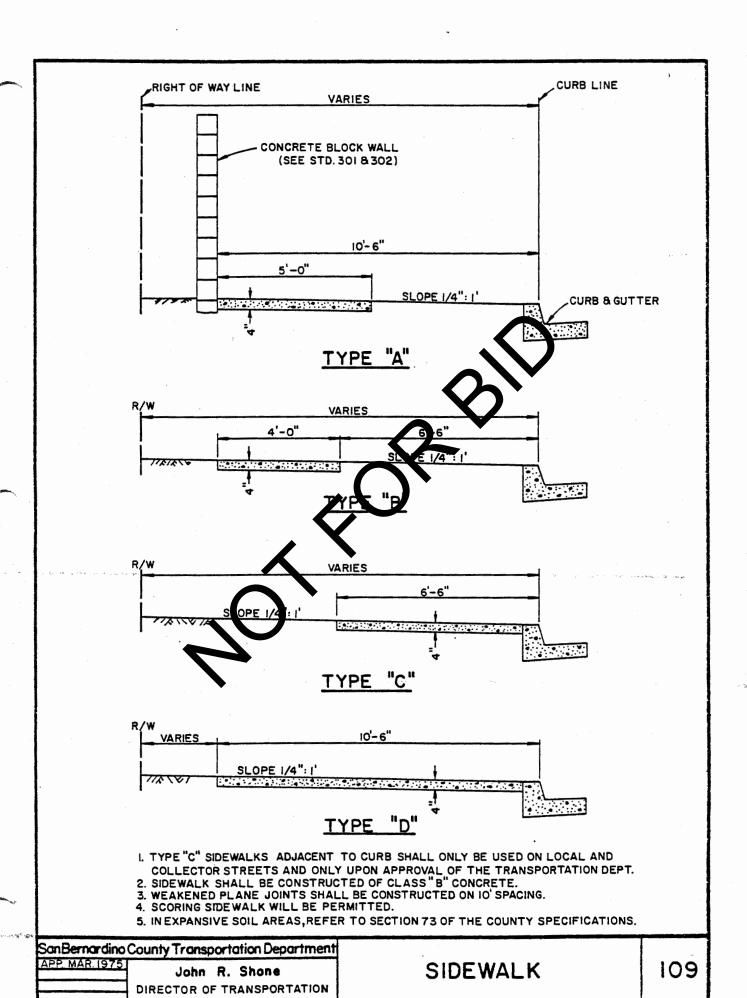
- 1. No estacionen us veh culos en la calle.
- 2. No permita que corre el agua hacia la calle.
- 3. No pernette que los niños jueguen en la calle.
- 4. No ponga les botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

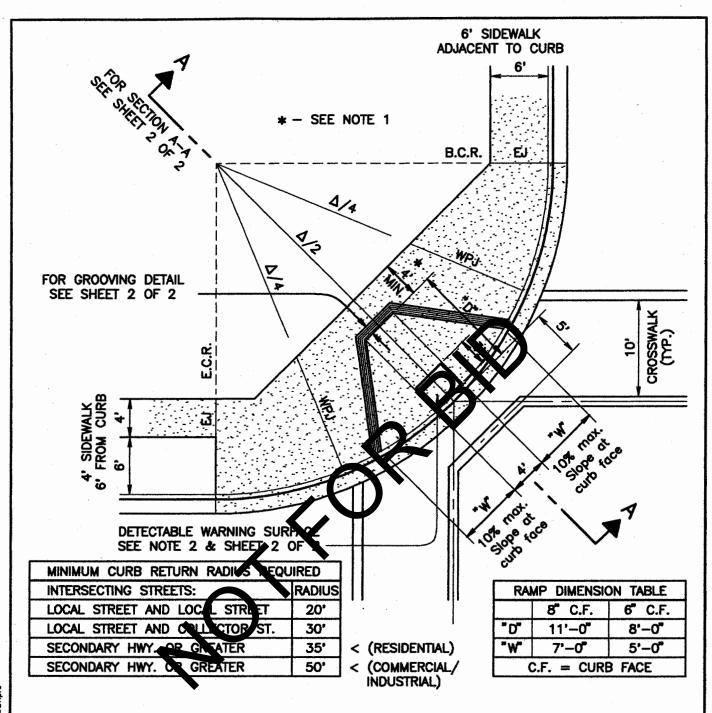
Muchas Gracias.

(Company name)
(Company contact name)
(Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.







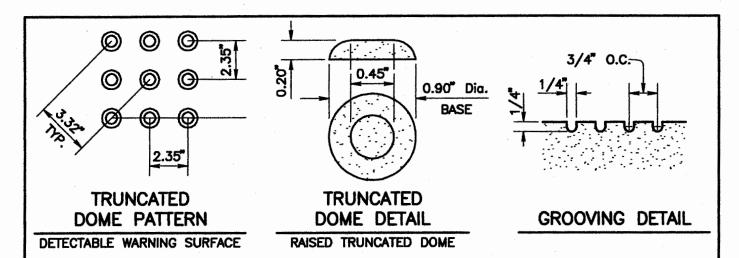
NOTES:

- 1. SIDEWALK WIDTH SHALL BE 5' WHEN ADJACENT TO BLOCK WALL OR OTHER OBSTRUCTION. FOR BLOCK WALL LOCATION AT INTERSECTION SEE COUNTY STD. 302.
- 2. THE DETECTABLE WARNING SURFACE SHALL BE CONSTRUCTED BY CAST—IN—PLACE METHOD OR SHALL CONSIST OF A PREFABRICATED SURFACE, APPROVED BY THE COUNTY ENGINEER. A GLUE DOWN DETECTABLE WARNING SURFACE IS NOT ALLOWED.
- 3. FOR RIGHT-OF-WAY LOCATION SEE PROJECT PLANS.

WPJ INDICATES WEAKENED PLANE JOINT

EJ INDICATES 1/4" PREMOLDED EXPANSION JOINT FILLER PER ASTM DESIGNATION D 1751.

CO. OF SAN BONO. DEPT. OF PUBLIC WORKS	OUDD DETUDA	440
REVISED: DATE	CURB RETURN	110
G.M. 12-05 PATRICK J. MEAD	WITH SIDEWALK RAMP	1 OF 2
G.M. 3-06 Director of Public Works	WITH SIDEWALK KAWI	1 01 2



-2% Max.

SEE TABLE ON SHEET 1 OF 2

GROOVING

NO LIP AT FLOWLINE

-8.33% Max.

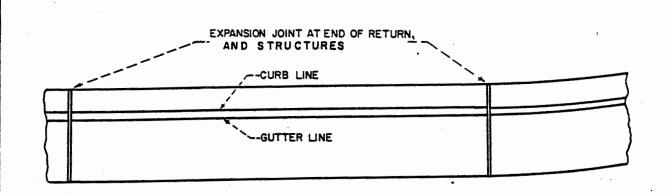
SEE NOTE 6

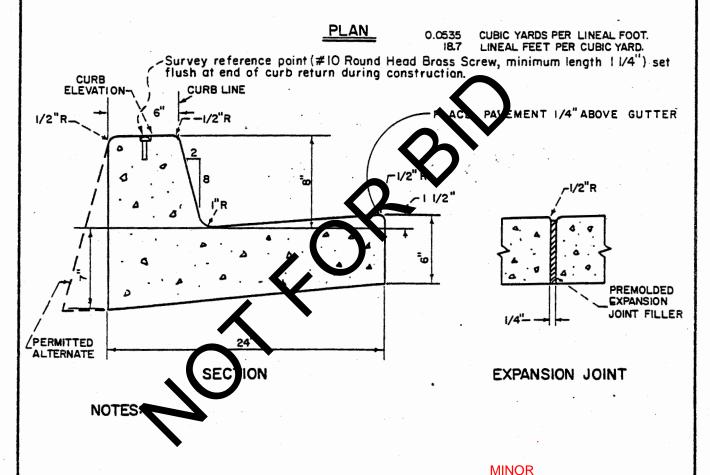
SECTION A-A

- 1. THE SIDEWALK AND RAMP THICKNESS SHALL BE 4" MINIMUM.
- 2. THE SIDEWALK RAMP TO PE SHALL BE 8.33% MAXIMUM.
- 3. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES AT 3/4" O.C. PER GROOVING DETAIL IN THIS DRAWING.
- 4. THE RAMP SMALL HAVE A TRANSVERSE BROOM FINISH TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
- 5. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ADRUPT CHANGES.
- 6. THE MAXIMUM SLOPE OF THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL NOT EXCEED 5 PERCENT WITHIN 4' OF THE RAMP.
- 7. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 5" AND 8" FROM THE GUTTER FLOWLINE.
- 8. MODIFICATIONS TO LOCATION OR DIMENSIONS OF RAMP SHALL REQUIRE APPROVAL OF COUNTY ENGINEER AND SHALL BE SHOWN ON APPROVED PLANS.
- 9. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.

D.W.S. - DETECTABLE WARNING SURFACE

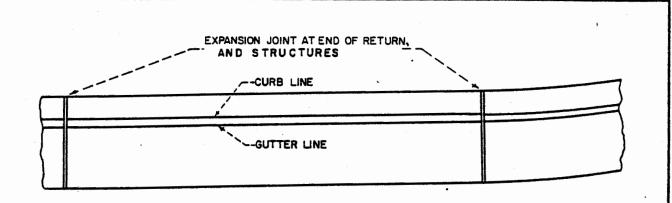
CO. OF SAN BDNO. DEPT. OF PUBLIC WORKS		440
REVISED: DATE	SIDEWALK RAMP	110
G.M. 12-05 PATRICK J. MEAD G.M. 3-06 Director of Public Works	SIDEWALK TOWN	2 OF 2
G.M. 3-06 Director of Public Works		

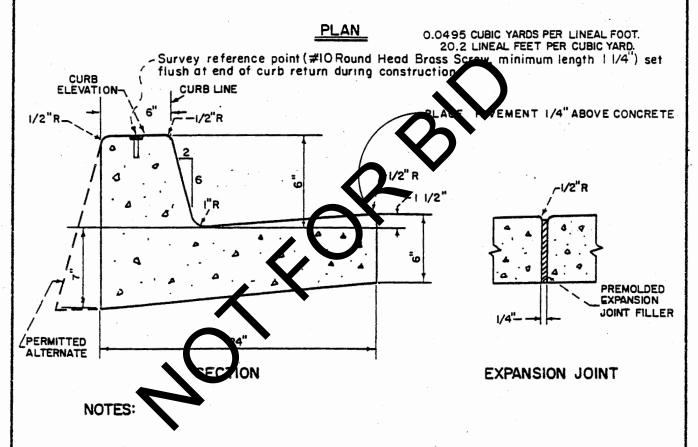




- I. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF CLASS "B" CONCRETE.
- 2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
- 3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS
- 4. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
- 5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.

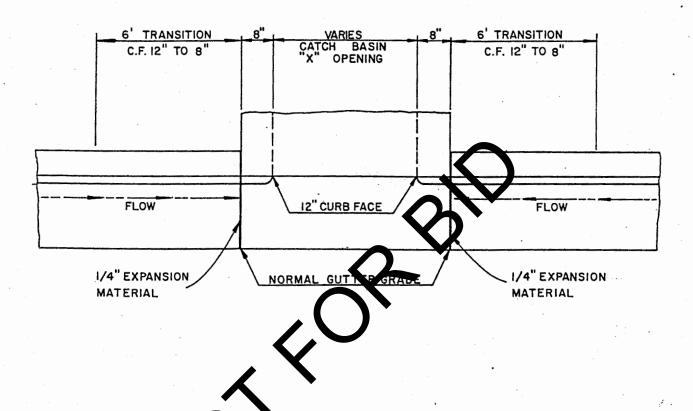
SAN BERNARD	INO COUNTY ROAD DEPARTMENT		8"		
REV. V.E.H.3-74 REV. V.E.H.7-76	John R. Shone	CURB	AND	GUTTER	115
Rev VEH 2-79	COUNTY HIGHWAY ENGINEER	,			





- I. 6" CURB SHALL ONLY BE USED ON LOCAL STREETS WHERE DRAINAGE PERMITS.
- 2. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF CLASS."B" CONCRETE.
- 3. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
- 4. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10 -FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS
- 5. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
- 6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.

15:	SAN BERNARDINO COUNTY TRANS DEPARTMENT		6"		
	APPR 3-75 Rev. VEH 2-79 DIRECTOR OF TRANSPORTATION	CURB	AND	GUTTER	116

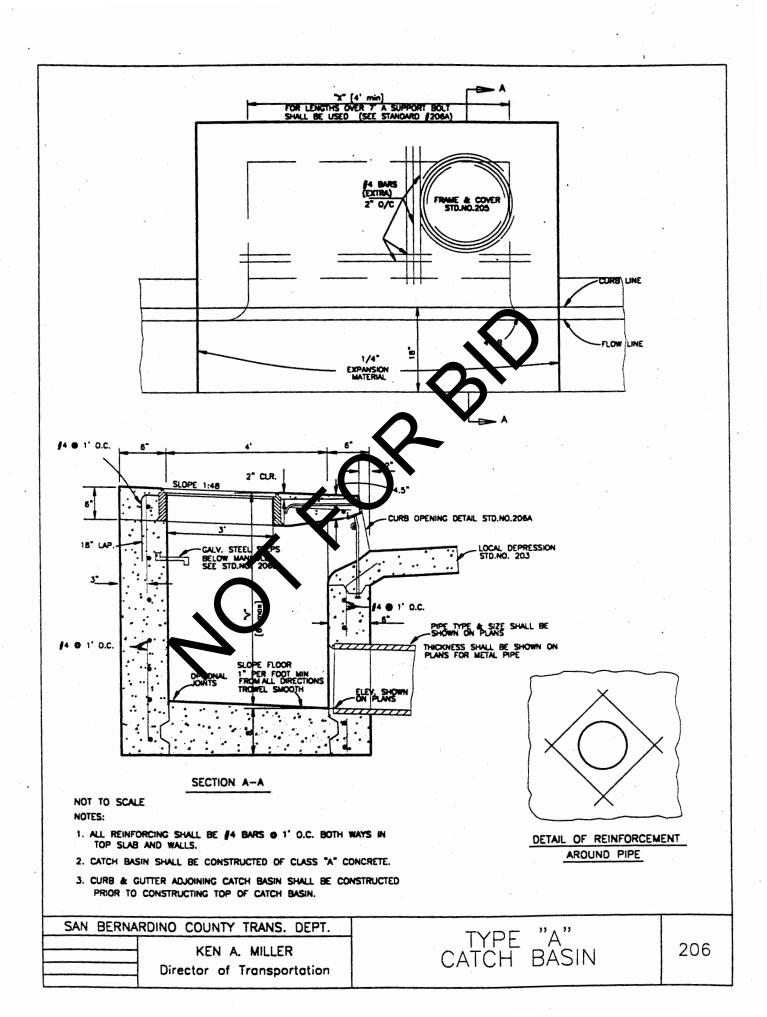


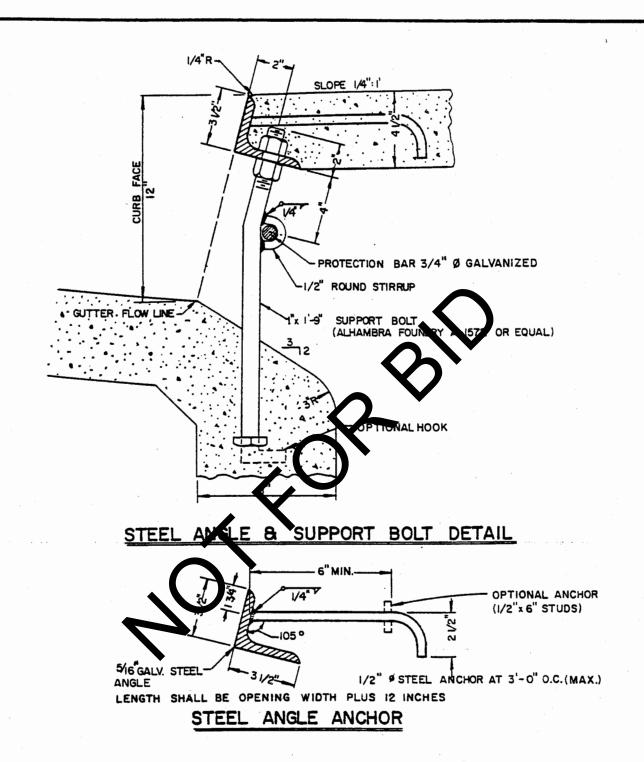
NOTES:

- ON SHALL BE CONSTRUCTED OF CLASS D CONCRETE 6" THICK. ١.
- 2. CURB AND SUTTER SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTING TOP OF CATCH BASIN AND CURB TRANSITIONS.

SAN	BERNARDINO	COUNTY	TRANS.	DEPARTMENT

KEN A. Miller **Director of Transportation** LOCAL DEPRESSION (MODIFIED) 203

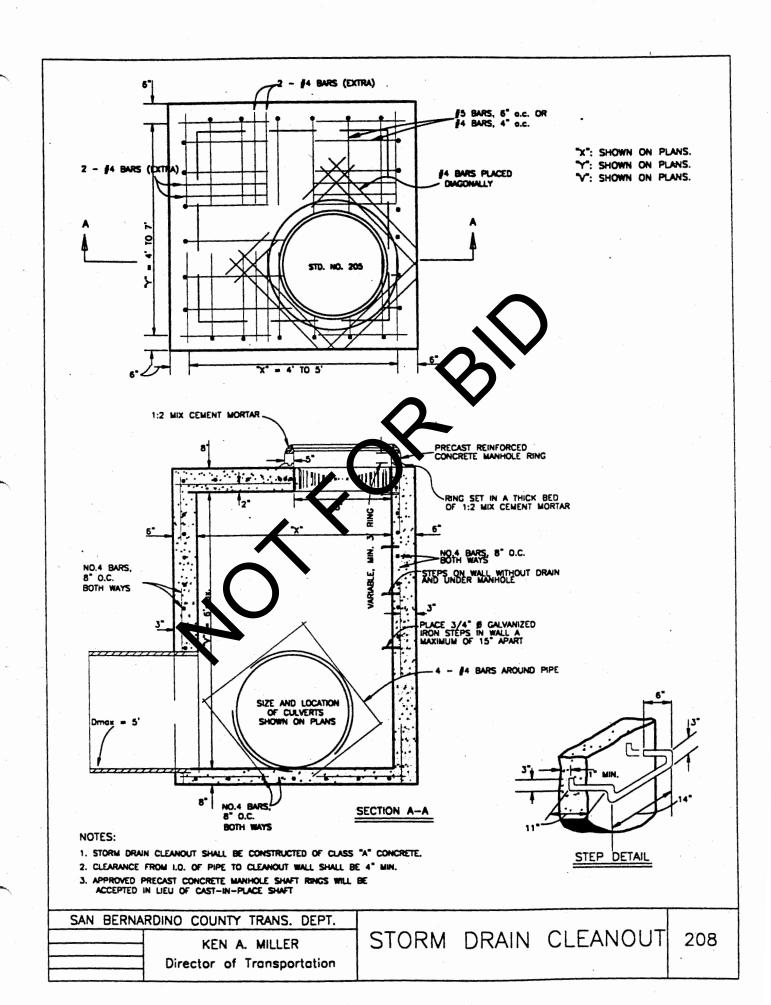


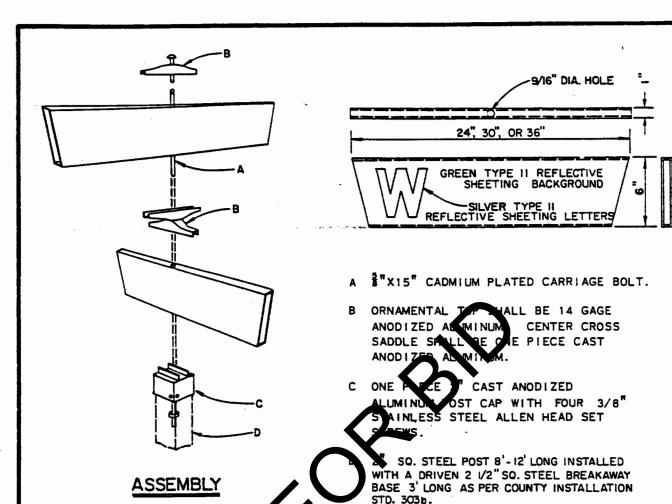


NOTES:

- I. A PLAIN ROUND GALVANIZED STEEL PROTECTION BAR 3/4" IN DIA. SHALL BE INSTALLED AND EMBEDED 6"AT EACH END.
- 2. ALL EXPOSED METAL PARTS SHALL BE GALVANIZED. (EXCEPT FRAME AND COVER)
- 3. SUPPORT BOLTS SHALL BE UNIFORMLY SPACED BUT NOT TO EXCEED 7'ON CENTER.
- 4. STEEL ANGLE SHALL BE BENT TO MATCH CURB ALIGNMENT.

. *	SAN BERNARDINO COUNTY TRANS. DE PT.	CATCH BASIN	
	John R. Shone	OPENING	206a
	Director of Transportation		





DESIGN: EACH FOUR-WAY INIT SHALL CONSIST OF TWO DOUBLE FACE SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES WITH CENTER ROD ASSEMBLY.

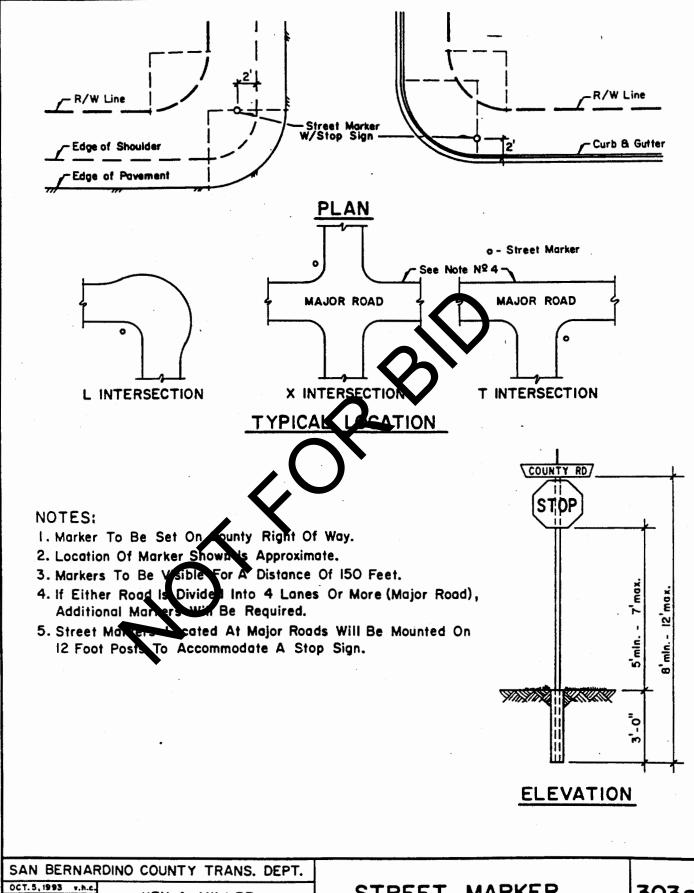
BRACKET ASSEMBLY: THE POST CAP, ORNAMENT. AND CENTER ROD ASSEMBLY SHALL BE MADE TO MOUNT IN 2" SQ. GALVANIZED POST. THE CENTER ROD SHALL BE A \$ " CADMIUM PLATED ARRYAGE BOLT. HEAD OF BOLT SHALL FORM TOP OF ORNAMENT. BOLT SHALL EXTEND I ROUGH SIGNS AND FASTEN WITH NUT INSIDE OF POST CAP. POST CAP SHALL BE FEPLI GROOVED TO SECURELY HOLD SIGN FROM TWISTING AND SHALL BE SECURED TO THE PIPE WITH THREE 3/8" STAINLESS STEEL ALLEN HEAD SET SCREWS.

MATERIAL: SIGN SHALL BE GREEN ANODIZED ALUMINUM EXTRUSION OF 6063T-4 ALLOY MATERIAL. ALL ANODIZING SHALL CONFORM WITH ALUMILITE SPECIFICATION #215-R1.

FINISH: SIGN FACES SHALL BE FHWA TYPE II REFLECTIVE SHEETING. THE TRANSPARENT SCREEN PROCESS COLOR SHALL BE AS RECOMMENDED BY THE REFLECTIVE SHEETING MANUFACTURER. APPLICATION OF THE REFLECTIVE SHEETING TO THE SIGN SHALL BE BY METHODS AS APPROVED BY THE REFLECTIVE SHEETING MANUFACTURER.

LETTERING: STREET NAMES SHALL BE 4" HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER THE 24" OR 30" SPACE. THE LETTERS SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION. LETTERS SHALL BE FHWA TYPE II REFLECTIVE SHEETING.

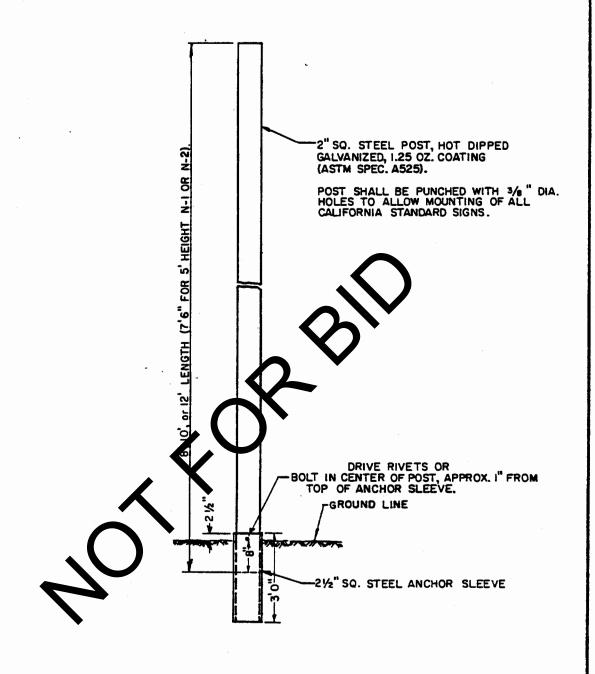
san bernardin	10 COUNTY	ROAD	DEP	ARTMENT
DATE: JEM. 11-65				



REV. 3/1/94

KEN A. MILLER Director of Transportation STREET MARKER

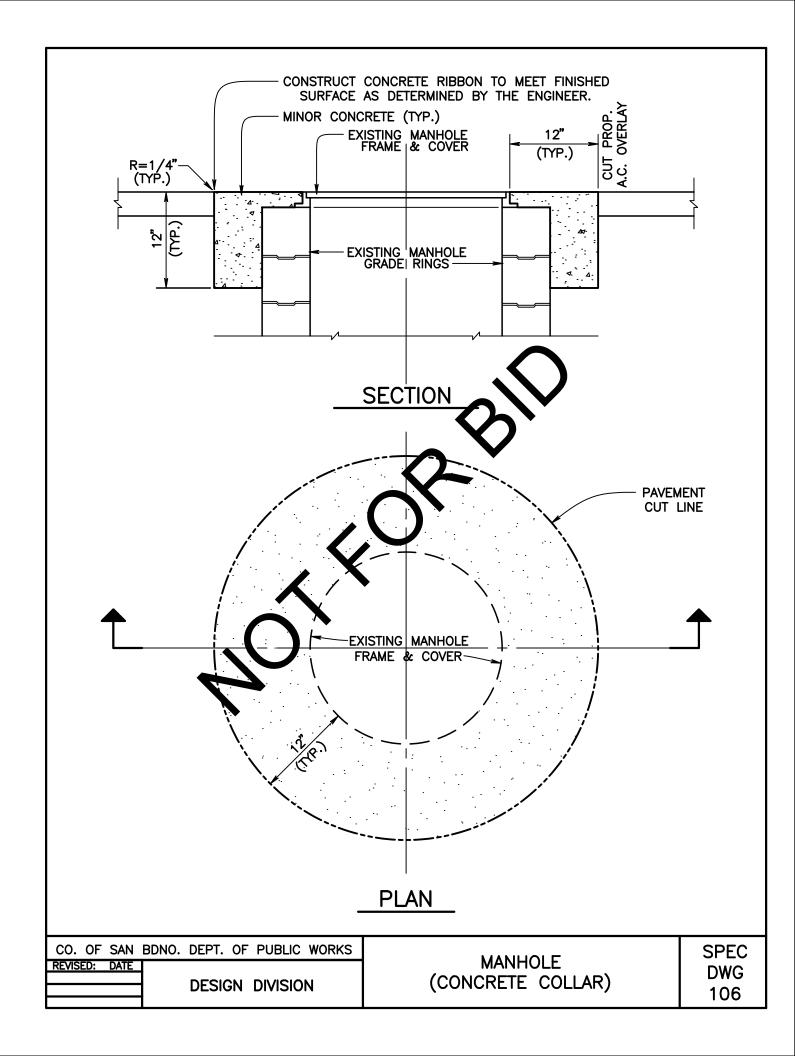
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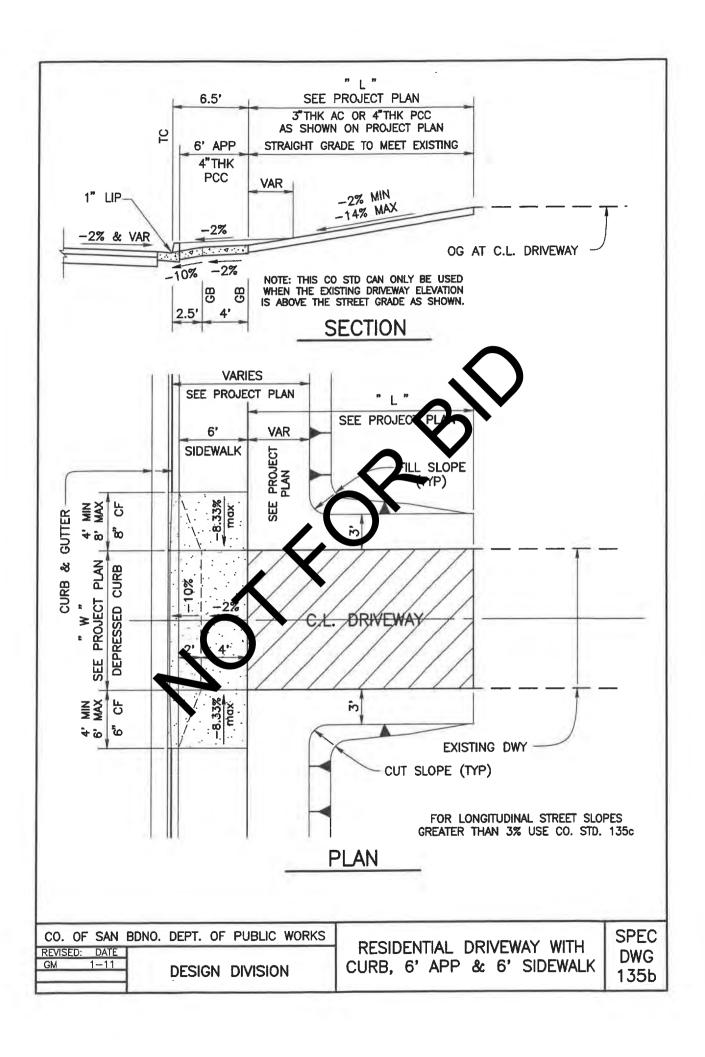


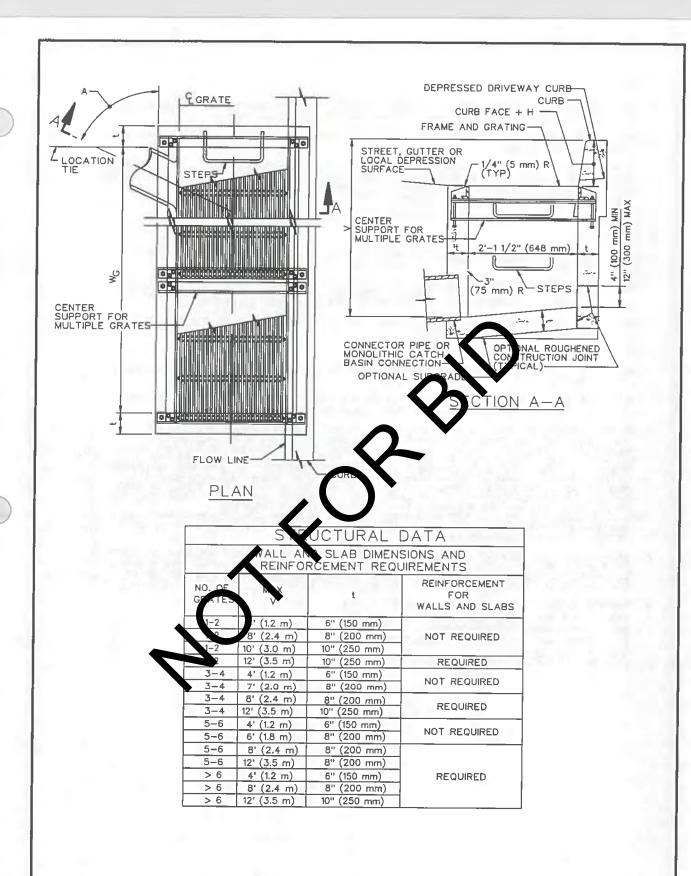
NOTES:

- I. SEE STANDARD NO. 303 @ FOR MARKER LOCATIONS.
- 2. POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
- 3. ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
- 4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDING COUNTY ROAD DEPARTMENT	STREET MARKER	
M. A. Nicholas COUNTY ENGINEER	POST INSTALLATION	303 ь







STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1892, 1996, 2009, 2021

CURBSIDE GRATING CATCH BASIN

303-4

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF

NOTES:

- SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE GRADE, COLOR, FINISH, AND SCORING TO THE EXISTING OR PROPOSED CURB ADJACENT TO THE BASIN.
- ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
- 3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1V:12H MINIMUM AND 1V:3H MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8%, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE, SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
- 4. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PLANS.
- 5. DIMENSIONS:
 - THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5° (1.35 m).
 - THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN. IT SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12" (300 mm).
 - THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE INLET. NOTED ON THE PLANS. $V_1 =$
 - NOTED ON THE PLANS. H =
 - 2'-11 3/8" (900 mm) FOR ONE GRATING; ADD 3'-5 3/8" (1051 mm) ITIONAL $W_G =$ GRATING.
 - THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE NECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR ! ACHED.
- 6. PLACE CONNECTOR PIPES AS INDICATED ON THE PLANS. UNLESS 01 SPECIFIED. PLACE CONNECTOR PIPES AS INDICATED ON THE PLANS. UTHE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNS WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, TINTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE WIS KEW NECESSARY TO ENSURE MINIMUM 3" (75 mm) PIPE CATCH BASIN WALL, AND 3" (75 mm) RADIUS OF ROUNDING AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC FATCH TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHE OR GREATER THAN 110°, OR WHENEVER THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER THE CONNECTOR PIPE TO THE PIPE T THE BASIN. OF THE PIPE SHALL M END AM END THE BASIN.

 NTERLINE OF THE PIPE SHALL

 AF CUT AND TRIMMED AT A

 LOME T, ALL AROUND, WITHIN THE

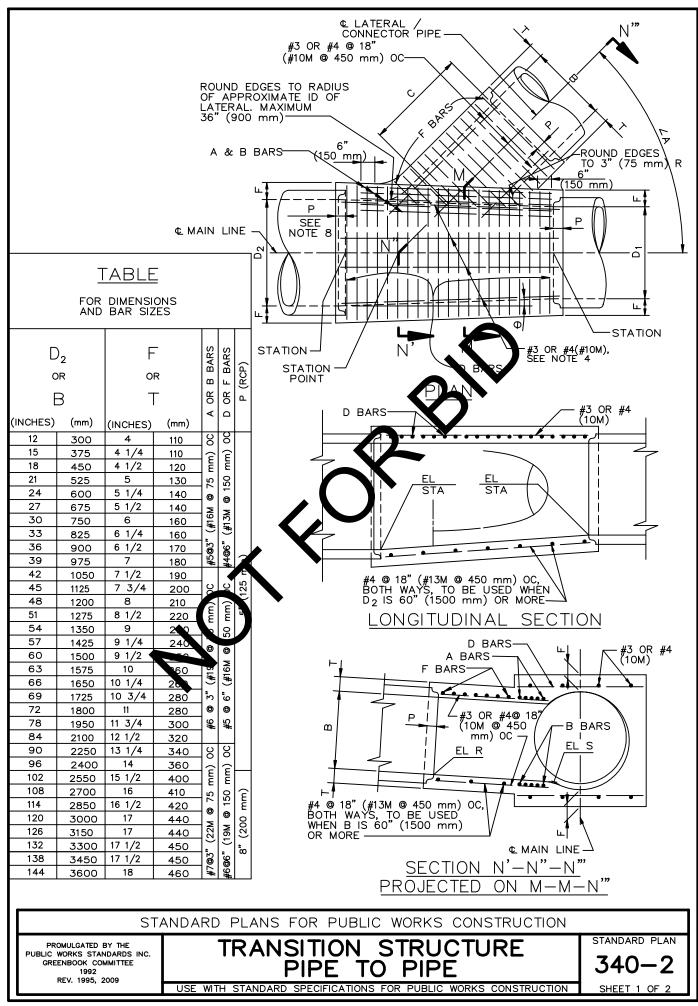
 STRUCTURE CONCRETE, ALL

 N CONNECTION SHALL BE USED

 R ANGLE "A" IS LESS THAN 70° E IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONO IS PERMITTED. MONOLITHIC CATCH BASIN CO CUTTING STANDARD LENGTHS OF PIPE. BASIN CONNECTION IN ANY CASE BE CONSTRUCTED TO AVOID INE
- VN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, NTERLINE OF THE DOWNSTREAM GRATING. STEPS SHALL TOP STEP SHALL BE 7" (175 mm) BELOW THE TOP OF mm). ALL OTHER STEPS SHALL PROJECT 5" (130 mm). 7. STEPS SHALL BE LOCATED AS SHOWN THEY SHALL BE LOCATED AT THE 2.N BE SPACED 12" (300 mm) APART. THE GRATING AND PROJECT 2 1/2 (6)
- 8. THE FOLLOWING SPPWC ARE POR/ ED HEREIN:
 - NNECTION 308 MONOLITHIC CATCH SIN C
 - CATCH BASIN REINF CEMEN 309
 - FRAME AND GRAT 311 OR CA CH BASINS
 - 635
 - STEE 636 POLYPROPY STIC

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN



NOTES

- 1. THE HORIZONTAL ANGLE OF CONVERGENCE OR DIVERGENCE, θ , SHALL NOT EXCEED 5° 45'.
- 2. VALUES FOR A, B, C, D1 AND D2 ARE SHOWN ON THE PLANS. ELEVATION R AND ELEVATION S ARE SHOWN WHEN REQUIRED BY NOTE 10.
- 3. FLOOR OF STRUCTURE SHALL BE STEEL TROWELED TO SPRING LINE.
- 4. REINFORCEMENT STEEL SHALL CONFORM TO ASTM A 615 (A 615 M), GRADE 300 (40), AND SHALL TERMINATE 1 1/2" (40 mm) CLEAR OF CONCRETE SURFACES UNLESS OTHERWISE SHOWN. LONGITUDINAL BARS SHALL BE #3 OR #4 @ 18" (#10M @ 450 mm) OC OR LESS.
- 5. ELEVATION S APPLIES AT INSIDE WALL OF STRUCTURE.
- 6. TRANSITION STRUCTURE SHALL BE POURED IN ONE CONTINUOUS OPERATION, EXCEPT THAT THE CONTRACTOR SHALL HAVE THE OPTION OF PLACING AT THE SPRING LINE A CONSTRUCTION JOINT LONGITUDINAL KEYWAY.
- 7. THE LENGTH OF THE STRUCTURE MAY BE INCREASED AT THE OPTION OF THE CONTRACTOR TO MEET RCP ENDS, USINY DECARS, LONGITUDINAL AND BOTTOM REINFORCEMENT IN SYLENDED PORTION OF SAME DIAMETER AND SPACING AS SELIFIED IN THE TABLE, BUT ANY CHANGE IN THE LOCATION OF SPAR MUST BE APPROVED BY THE ENGINEER.
- 8. EMBEDMENT P SHALL BE AS SPECIFIED IN THE TABLE, UNLESS OTHERWISE SHOWN ON THE PLANS.
- 9. WHEN THERE IS NO SPUR ROURED, A & B BARS SHALL BE OMITTED.
- 10. WHEN ELEVATION R AND ELEVATION S ARE NOT SHOWN ON PLANS, INLET PIPE SHALL ENGRE MAIN LINE RADIALLY. WHEN INLET PIPE ENTERS MAIN LINE OTHER THAN RADIALLY, ELEVATION S SHALL BE SHOWN ON PLANS AND INJET PIPE SHALL BE LAID ON A STRAIGHT GRADE FROM ELEVATION S TO CATCH BASIN OR GRADE BREAK IN INLET LINE. ELEVATION R SHALL BE SHOWN ON THE PLANS ONLY WHEN STUB IS TO BE PROVIDED IN MAIN LINE FOR FUTURE CONSTRUCTION OF WILET PIPE.
- 11. THE MAXIMULI COVER ABOVE THIS STRUCTURE SHALL BE 25' (7.5 m). IF THE COVER EXCEEDS 25' (7.5 m') A SPECIAL STRUCTURE SHALL BE DESIGNED FOR THE COVER AND DETAILED ON THE PLANS.

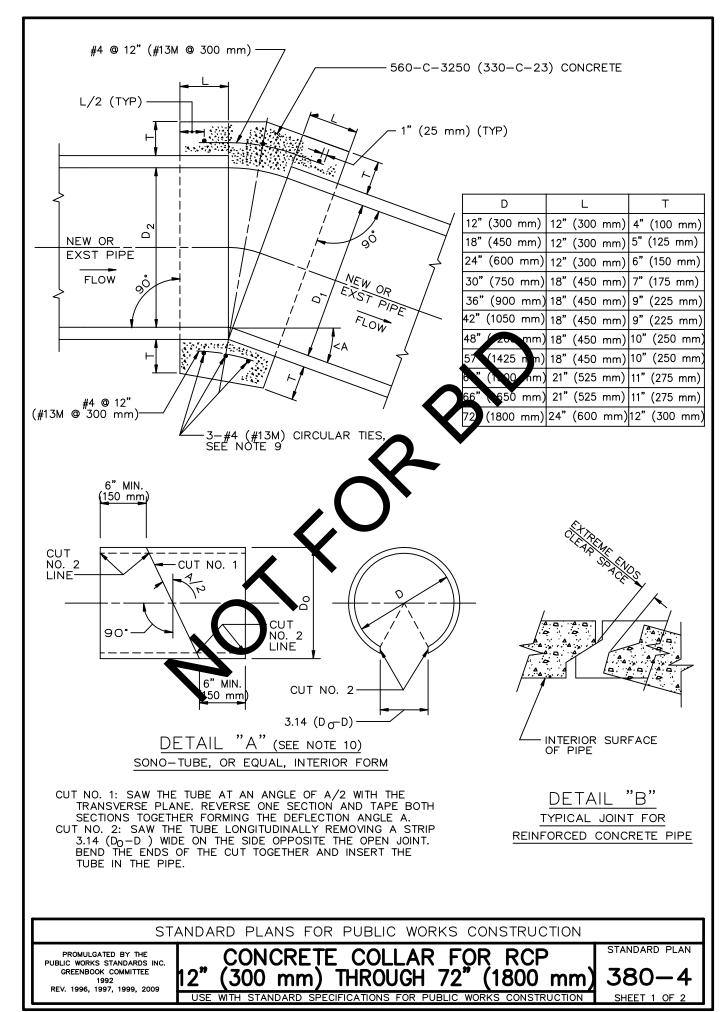
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TRANSITION STRUCTURE

STANDARD PLAN

340-2

SHEET 2 OF 2



NOTES

- 1. A CONCRETE COLLAR IS REQUIRED WHERE THE CHANGE IN GRADE EXCEEDS 10%.
- 2. FOR CURVE JOINTS (SEE DETAIL B, SHEET 1)

IF THE EXTREME ENDS OF THE PIPE LEAVE A CLEAR SPACE THAT IS GREATER THAN 1" (25 mm), BUT IS LESS THAN 3" (75 mm) A CONCRETE COVER IS REQUIRED IN ACCORDANCE WITH SSPWC 306-1.2.4.

IF THE EXTREME ENDS OF THE PIPE LEAVE A CLEAR SPACE THAT IS EQUAL TO OR GREATER THAN 3" (75 mm), BUT LESS THAN 6" (150 mm), A CONCRETE COLLAR IS REQUIRED. IF THE CLEAR SPACE IS 6" (150 mm) OR GREATER, A TRANSITION STRUCTURE IS REQUIRED.

- 3. CONCRETE COLLAR SHALL NOT BE USED FOR A SIZE CHANGE ON THE MAIN LINE.
- 4. CONNECTOR PIPES
 - A. WHERE PIPES OF DIFFERENT DIAMETERS ARE JOINED WITH A CONCRETE COLLAR, L AND T SHALL BE THOSE OF LARGER
 - PIPE. D=D1 OR D2, WHICHEVER IS GREATER.
 WHEN D1 IS EQUAL TO OR LESS THAN D2, JOIN N
 WHEN D1 IS GREATER THAN D2, JOIN SOFFITS. VERT AND
- 5. FOR PIPE LARGER THAN 72" (1800 mm) SPECIA CONLAR DETAILS ARE REQUIRED.
- 6. FOR PIPE SIZE NOT LISTED USE NEXT SIZE LA
- 7. REINFORCEMENT SHALL CONFORM TO STN \triangle 615 (A 615 M) GRADE 40 (300).
- THE 8. WHERE REINFORCING IS REQUIRE DAMETER OF THE CIRCULAR TIES SHALL BE D+(2X WALL KNES:
- REINFORCING SHALL BE USED WHERE THE PIPE DIAMETER IS GREATER THAN 21" (525 mm) AND ON ALL PIPES WHERE THE SPACES BETWEEN THE EXTREME OUTER ENDS IS 3" (75 mm) OR LARGER. 9. REINFORCING SHALL BE USED GREATER THAN 21" (525 mm)

CIRCULAR TIES:	PIPE DIAMETER	NO. OF CIRCULAR TIES
	21" (525 mm) OR LESS	3
•	24' (600 mm) TO 30" (750 mm)	3
	(825 mm) TO 57" (1425 mm)	4
	60" (1500 mm) TO 72" (1800 mm)	5

WHERE THE PACE BETWEEN PIPE ENDS EXCEEDS 3" (75 mm), THE NUMBER OF CIRCULAR TIES SHALL BE INCREASED TO MAINTAIN AN APPROXIMATE SPACING OF 6" (150 mm) O.C.

10. WHERE THE PIPE IS 21" (525 mm) OR LESS IN DIAMETER AN INTERIOR FORM OF UNSEALED SONO—TUBE OR EQUAL SHALL BE USED TO PROVIDE A SMOOTH INTERIOR JOINT. THE PAPER FORM MAY BE LEFT IN PLACE (SEE DETAIL A). WHEN THE PIPE IS 24" (600 mm) OR LARGER A REMOVABLE INTERIOR FORM SHALL BE USED OR THE INTERIOR JOINT SHALL BE COMPLETELY FILLED WITH MORTAR AND NEATLY POINTED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

380-4

CONCRETE COLLAR FOR RCP 300 mm THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS. INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC# OCPW# NAME AND CONDITIONS

380 - 4380-4-0C CONCRETE COLLAR FOR RCP

<u>12" THROUGH 72"</u>

- 1. REPLACE NOTE 1: "A CONCRETE COLLAR IS REQUIRED WHENEVER D1 IS UNEQUAL TO D2 OR THE PERMITTED DEFLECTION AT A PIPE JOINT IS EXCEEDED; THAT IS, WHEN ANGLE "A" IS GREATER THAN THE PERMITTED DEFLECTION ANGLE. (SEE TABLE)"
- 2. REPLACE NOTE 2: "CONCRETE COLLARS SHALL NOT BE CONSTRUCTED ON MAIN LINE STORM DRAINS UNLESS SHOWN ON THE PLANS OR ORDERED BY THE ENGINEER."
- 3. ADD NOTES:
 - 11. THE VALUE FOR ANGLE "A" SHALL BE SHOWN ON VEMENT PLANS.
 - 12. WHERE THE SLOPE OF THE UPSTREAM PIPE N THAN THE SLOPE OF THE DOWNSTREAM PIPE, JOIN SOFFITS. WHERE LOPE OF THE UPSTREAM PIPE IS LESS THAN THE SLOPE OF THE POWNSTRUM PIPE, JOIN
 - 13. BEVELED PIPE MAY BE USED IN LIEU OF CONCRETE COLLAR IF APPROVED BY THE ENGINEER.
 - 14. A CONCRETE COLLAR SHALL NOT BE CONSTRUCTED CONNECTING A LARGER DIAMETER PIPE UPSTREAM LER DIAMETER PIPE DOWNSTREAM UNLESS PLANS OR ORDERED BY THE ENGINEER. SHOWN ON THE IMPROVEM

4. REPLACE TABLE:

	L	Т	∠A
12" (300 mm)	12" (300 mm)	4" (100 mm)	01°49'35"
18" (+30 mm)	12" (300 mm)	5" (125 mm)	01°16'14"
24 (600 mm)	12" (300 mm)	6" (150 mm)	00°58'27"
30" (750 mm)	18" (450 mm)	7" (175 mm)	00°47'23"
36" (900 mm)	18" (450 mm)	9" (225 mm)	
42" (1050 mm)	18" (450 mm)		
48" (1200 mm)	18" (450 mm)	10" (250 mm)	
54" (1372 mm)	18" (450 mm)	10" (250 mm)	
60" (1500 mm)	21" (525 mm)		00°24'21"
66" (1650 mm)		11" (275 mm)	
72" (1800 mm)	24" (600 mm)	12" (300 mm)	00°20'23"

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi, County Engineer

STD. PLAN

Revision: August 2018

CONCRETE COLLAR FOR RCP

12" (300 mm) THROUGH 72" (1800 mm)

SHT. 1 OF

380-4-O

SPPWC STANDARD PLAN -

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC# OCPW# NAME AND CONDITIONS

340-2 340-2-OC

TRANSITION STRUCTURE - PIPE TO PIPE

- 1. SPPWC STANDARD PLAN 340-2 MAY ONLY BE USED WHEN THE ENGINEER DETERMINES SUFFICIENT MEANS OF ACCESS IS AVAILABLE FOR STORM DRAIN MAINTENANCE.
- 2. ADD NOTES: 12. THE ANGLE BETWEEN THE LATERAL AND THE MAIN LINE SHALL NOT BE GREATER THAN 45 DEGREES WHEN THE FLOW IN THE LATERAL EXCEEDS 10 PERCENT OF THE FLOW IN THE MAIN LINE.
- 3. INCREASE DIMENSIONS "T"&"F" AT EDGES TO A MINIMUM OF 6 INCHES + (PIPE WALL THICKNESS) FOR EMBEDMENT DIMENSION "P" + 6 INCREASE.
- 4. REVISE A PORTION OF "TABLE FOR DIMENSIONS AND BAN SIZES" AS SHOWN:

			TABLE FOR DIME. S	SIONS IZES			
	D ₂		F OR T		A OR B BARS	D OR F BARS	P (RCP)
•	NCHES	(mm) 450	(INCHES)	(mm) 120			
~	21	525	6	130	3	00	ر ا
	24	600	6	140	3,"	9"	(125 mm)
`	27	675	6	140	0	0	25
	30	750	6	160	#2	#4	(12
	33	825	7	160			2,
	36	900	7	170			
	39	975	7	180			
	42	1050	8	190	၁၀	20	
	45	1125	8	200			
	48	1200	8	210	#6@3"	#2@6"	

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi, County Engineer

STD. PLAN

Revision: August 2018

340-2-OC

SPPWC STANDARD PLAN - TRANSITION STRUCTURE - PIPE TO PIPE

SHT. 1 OF 1

6<u>L</u>

PROFESS	REC15 A+1fa Fe	# Exp. 3-3	
is the ferences Teres Teres Teres CIVIL ENGINEER	y 31, 2018 APPROVAL DATE	OF CALIFORNIA OR 175 OFFICERS SHALL NOT BE RESPONSIBLE FOR TACY OR COMPLETENESS OF SCANNED THIS PLAN SHEET.	

TABLE 3

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING

TABLE 2

ADVANCE WARNING SIGN SPACING	SIGN	SPAC	ING	
	10	STANCE	DISTANCE BETWEEN SIGNS*	* SIGNS
ROAD TYPE		4	В	ပ
		ŧ+	++	ŧ.
URBAN - 25 mph OR LESS		100	100	100
URBAN - MORE THAN 25 mph TO 40 mph		250	250	250
URBAN - MORE THAN 40 mph		350	350	350
RURAL		200	200	200
EXPRESSWAY / FREEWAY	_	0001	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

2018 STANDARD PLAN T9

reful Min D*** -3x -6x -9x mph f+ f+ f+ f+ 20 -5x 116 120 175 25 15x 16x 16x 173 30 200 205 215 227 30 207 205 215 227 40 305 257 287 287 45 30 35 400 427 50 44 474 507 507 55 5 54 593 686 60 5 682 638 686 65 645 682 628 785 70 75 820 78 78			MOD	DOWNGRADE Min D	*** O
15 16 120 15 16 120 15 16 120 15 16 16 200 205 215 50 257 271 50 257 333 50 40 474 5 5 40 6 5 5 6 5 5 730 76 820 662 820 665 820 665 820 665 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820 820	TEP.	Min D**	-3%	×9-	%6-
150 116 120	Hdm	ţţ ▼	++	ţţ.	ţţ.
15. 158 165	20		116	120	126
200 205 215 20 257 271 305 15 33 305 3 44 4 400 6 5 44 6 5 5 6 6 6 638 6 6 682 638 730 76 820 66	25	155	158	165	173
50 257 271 505 257 271 5 4 4 474 5 5 5 55 645 682 628 730 75 65 820 66	30	200	205	215	227
505 313 31 33 32 400 44 47 474 5 5 5 55 645 682 638 645 682 78 820 66 7	35	99	257	271	287
34 3 400 65 44 414 65 54 553 645 682 28 730 7 8 820 66 7	40	305	15	333	354
6 5 57 63 638 638 638 638 638 638 638 638 638	45	36	33	400	427
5 57 553 5 638 645 682 730 7 8 6 820 66 7	50	9	44	474	507
645 682 638 638 730 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	55	5	57	553	593
645 682 28 730 7 85 820 66	09	9	9	638	989
730 7 8 5 820 66	65	645	682	128	785
820 66	70	730		JO AD	891
	75	820	99		1003

98998

60 60 82 107 180

250 360 490 640 1080

CONFLICT

TANGENT

TAPER

SHIFTING SHOULDER

SPEED (S)

MAXIMUM CHANNELIZING DEVICE SPACING

MINIMUM TAPER LENGTH *
FOR WIDTH OF OFFSET 12 FEET (W)

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING

TABLE 1

- - ** Longitudinal buffer space or *** Use on sustained downstail

For other offsets, use the following merging taper length formula for L: For speed of 40 mph of less, L = WS^260 For speed of 45 mph or more, L = WS^2

5 5 5 5 5 5

Use on sustained downgrade steamed ond longer than 1 mile.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

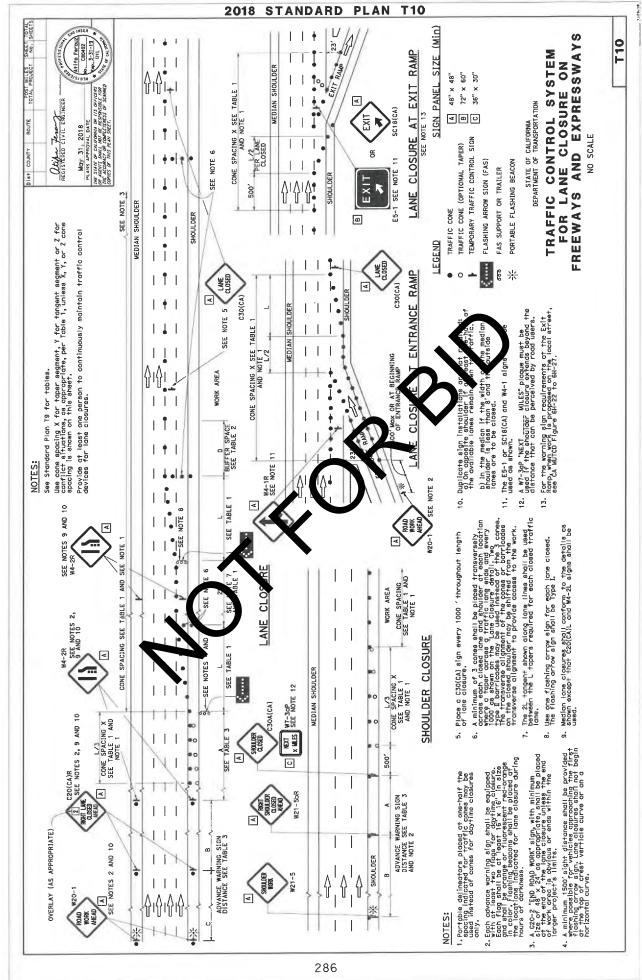
NO SCALE

 $\star\star$ - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

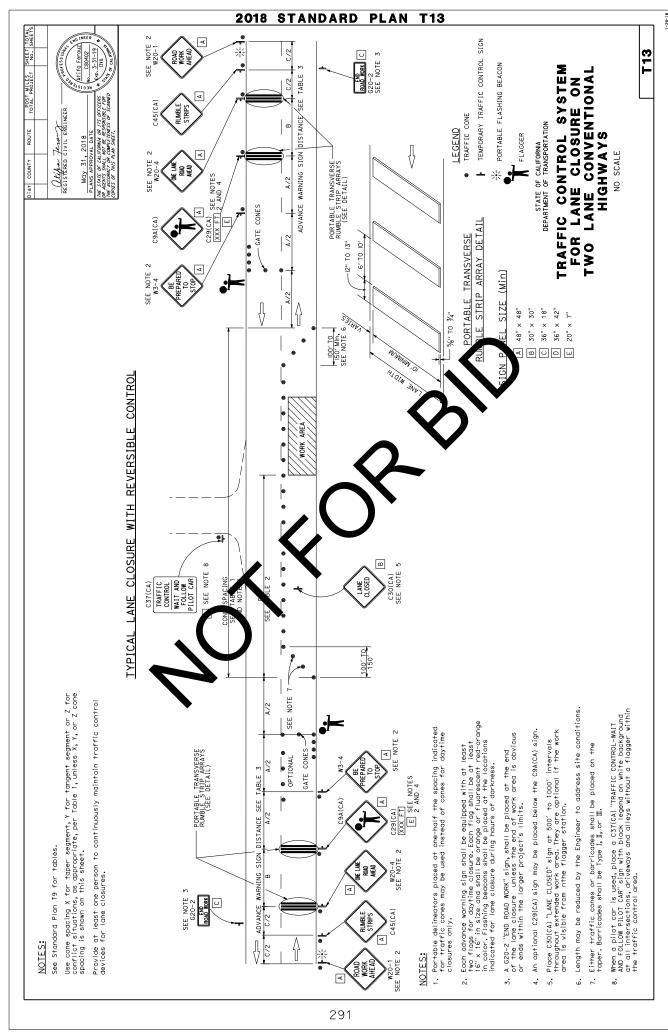
S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

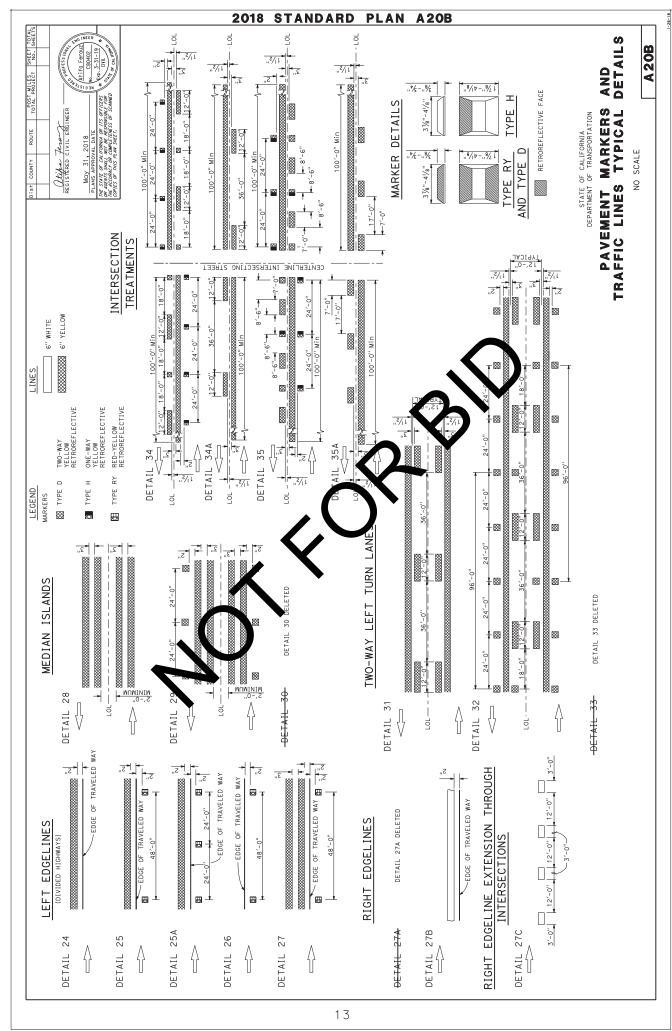
W = Width of offset in feetWhere: L = Taper length in feet

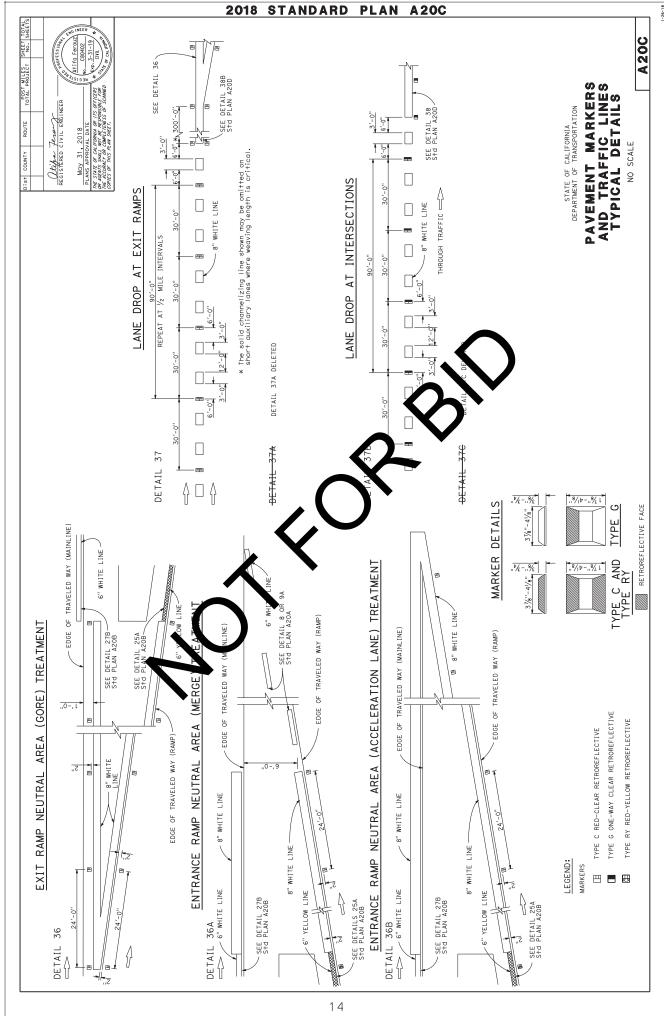
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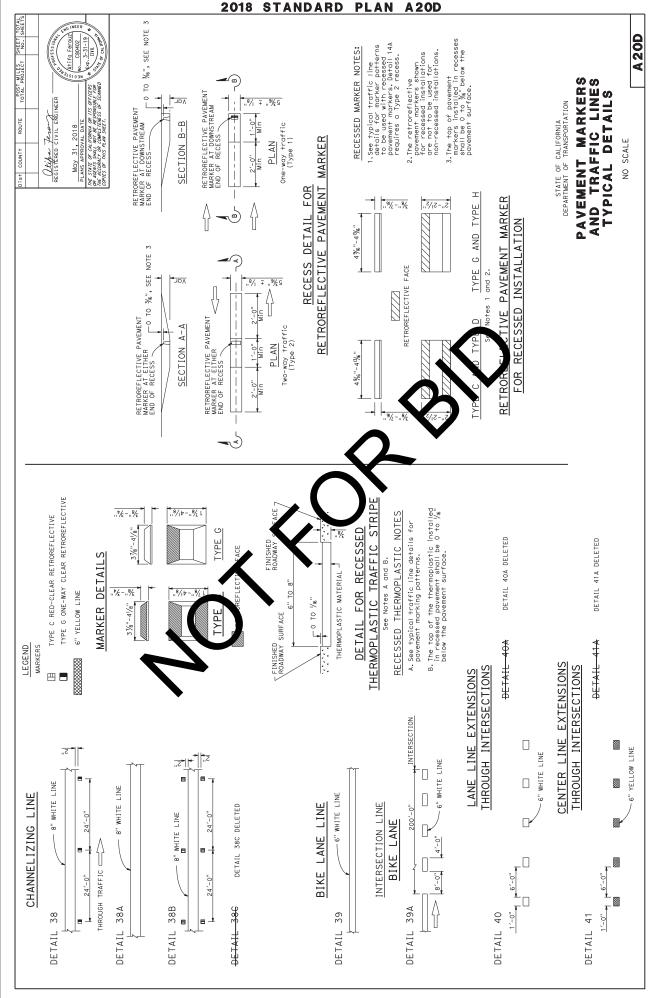


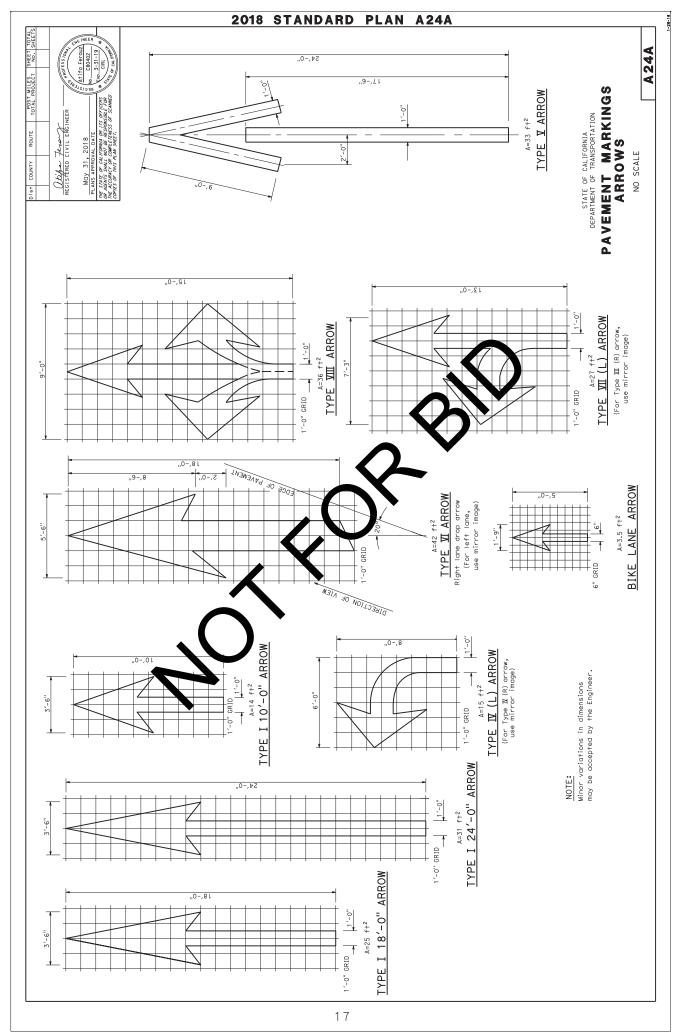


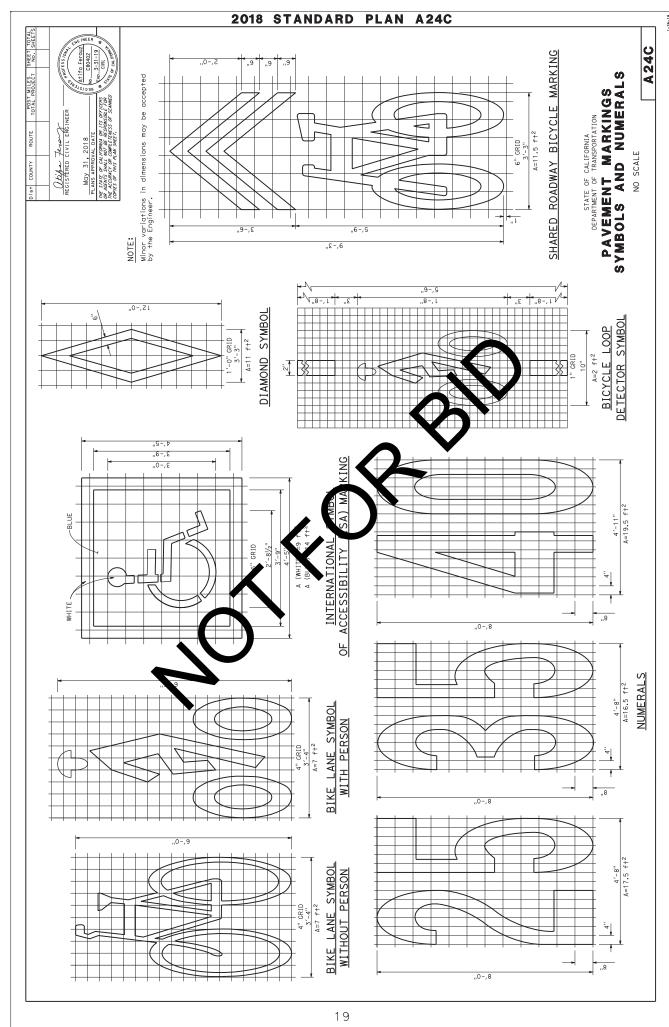


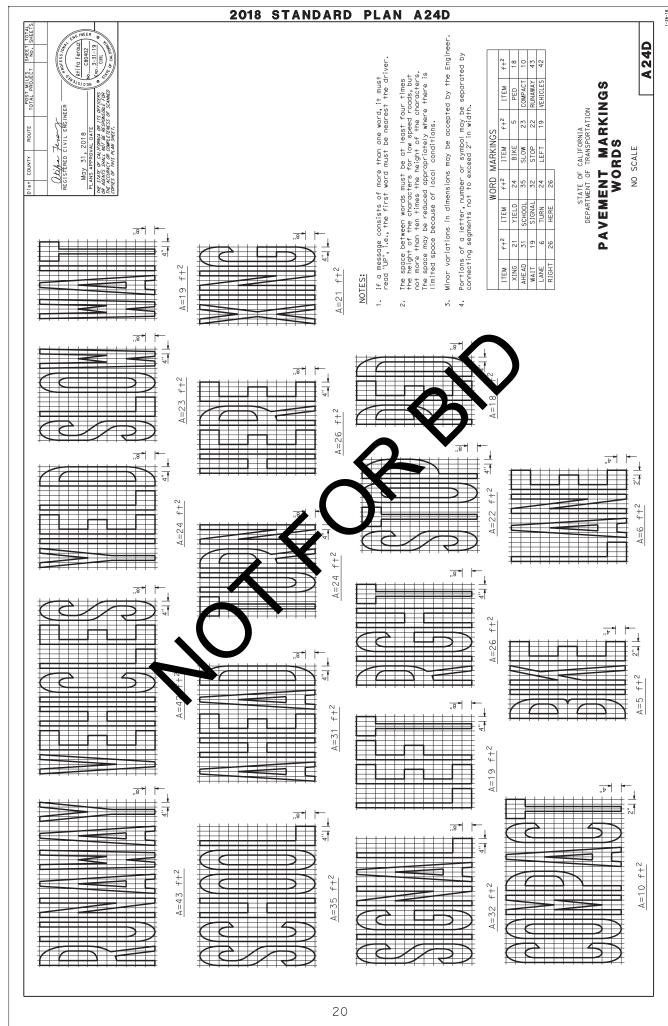




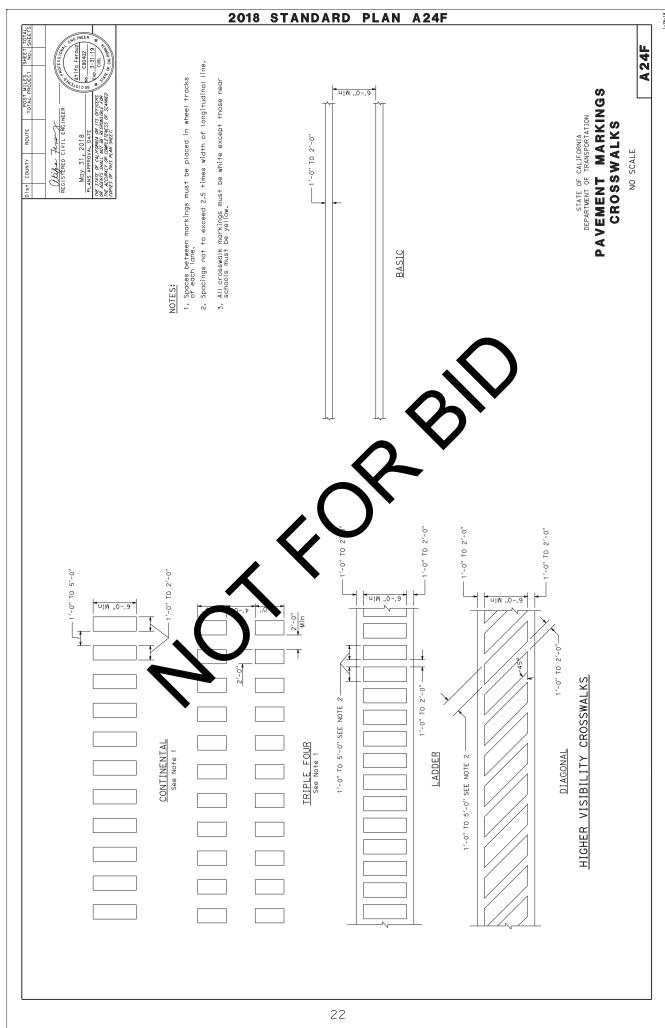


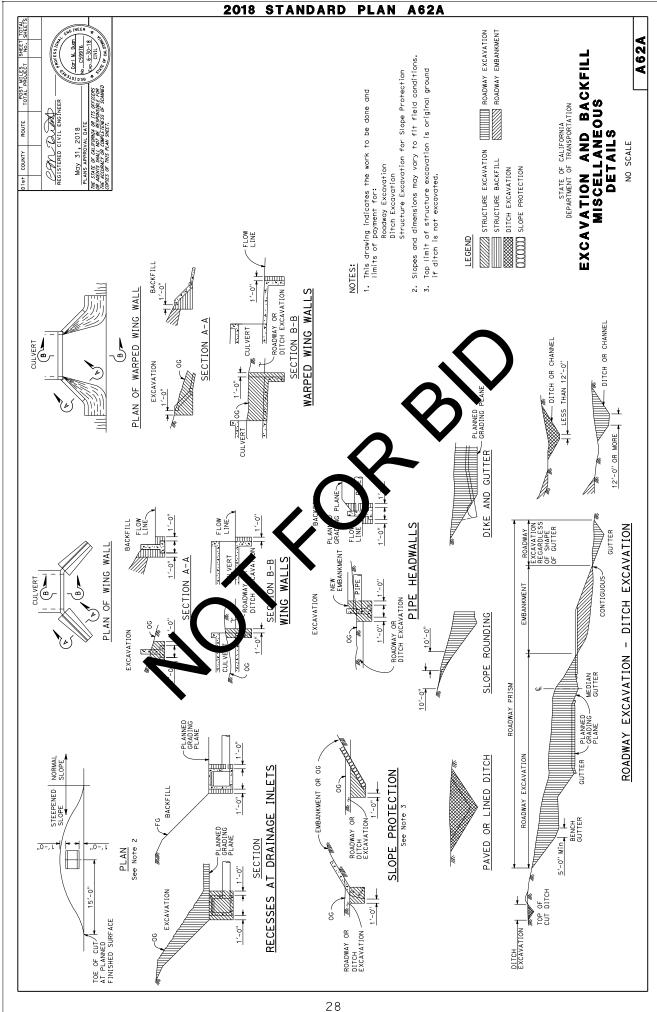


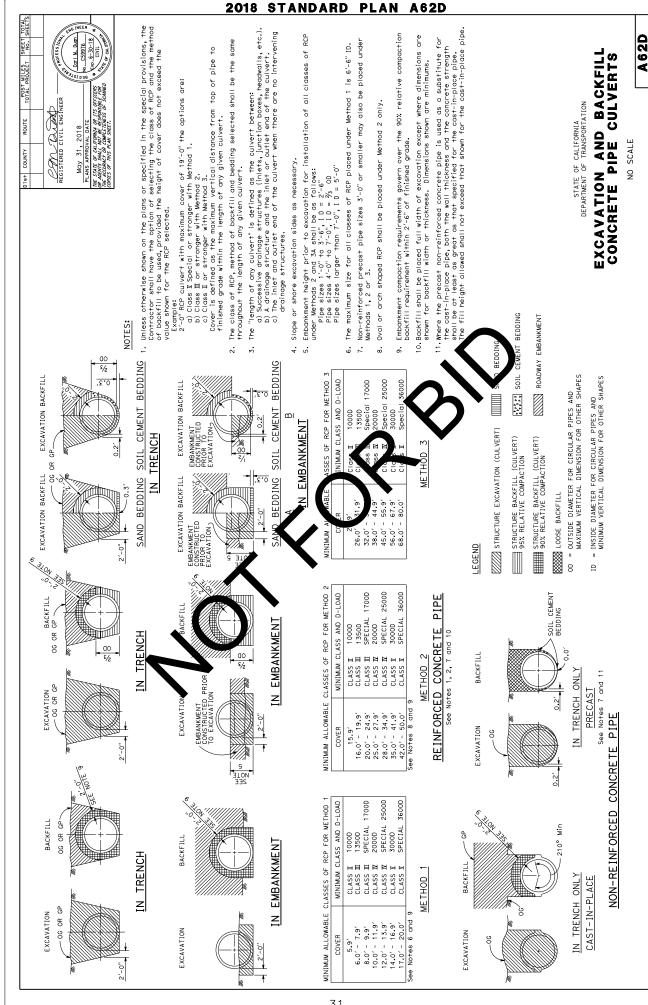


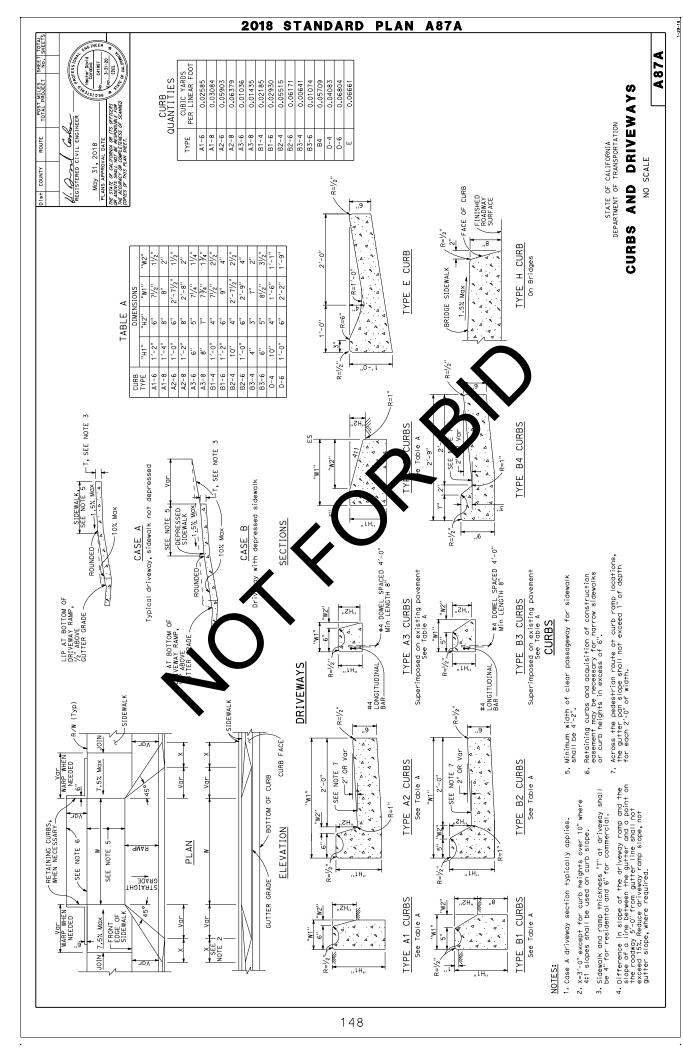


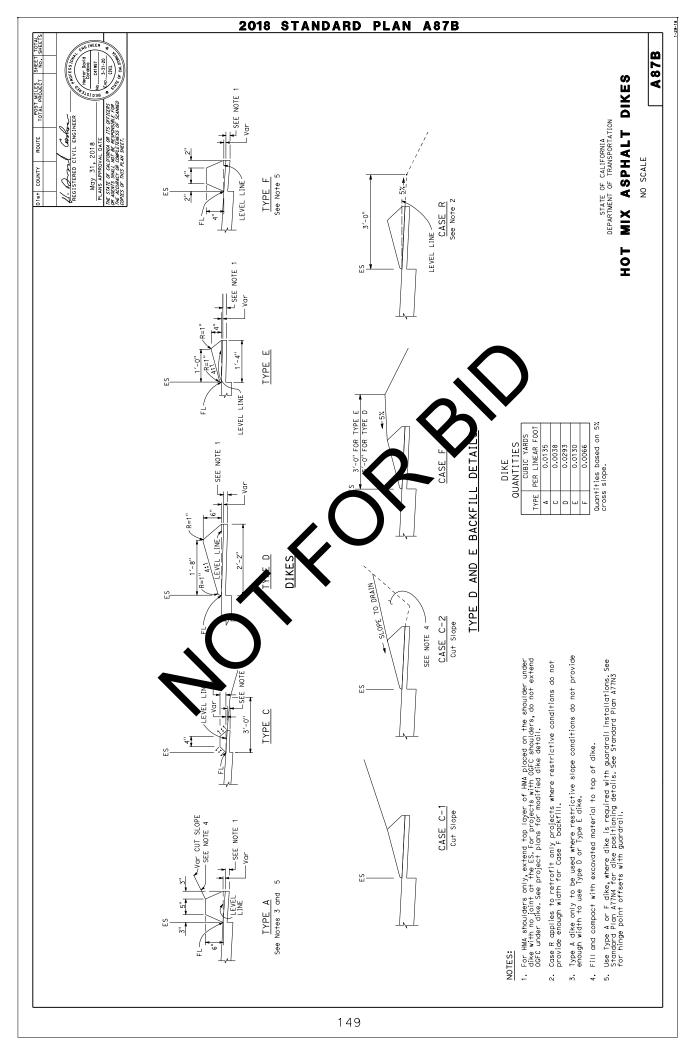


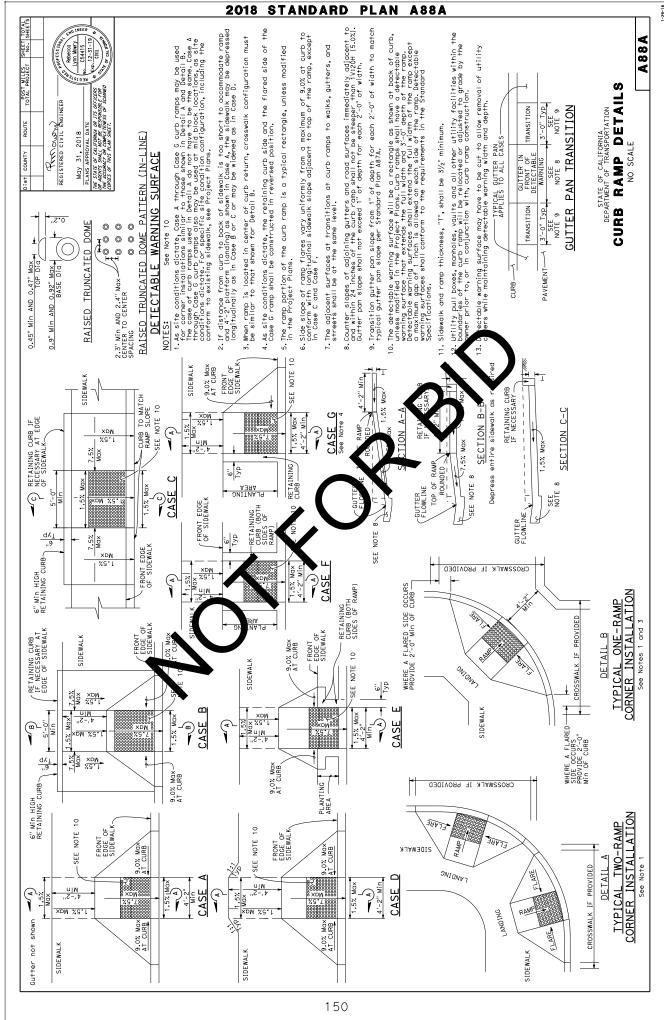


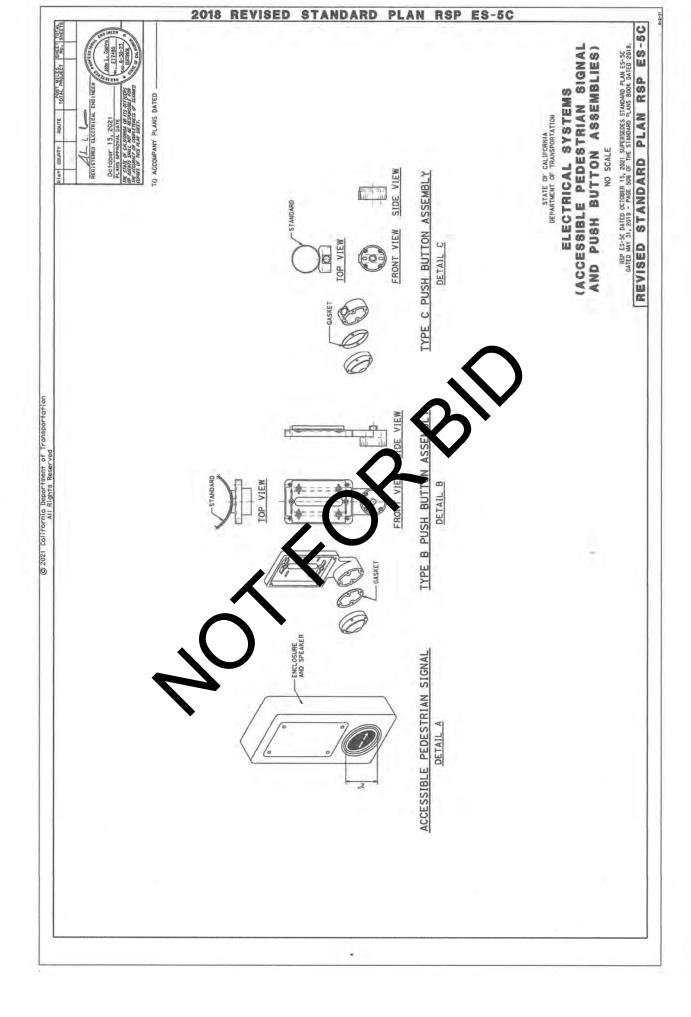


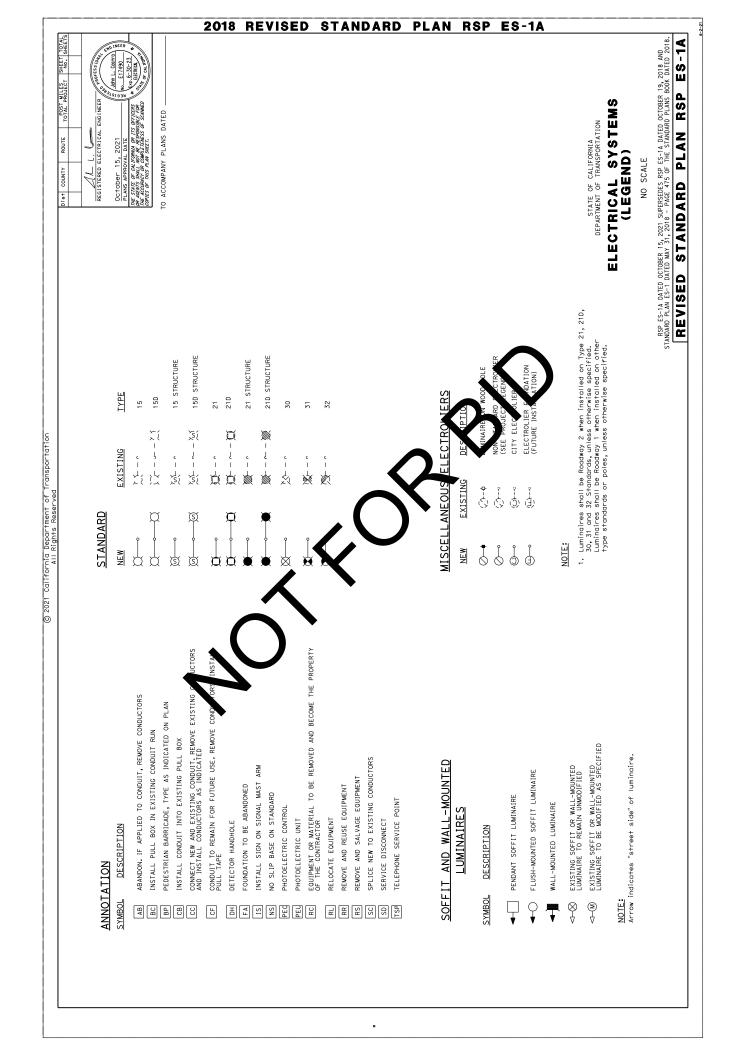


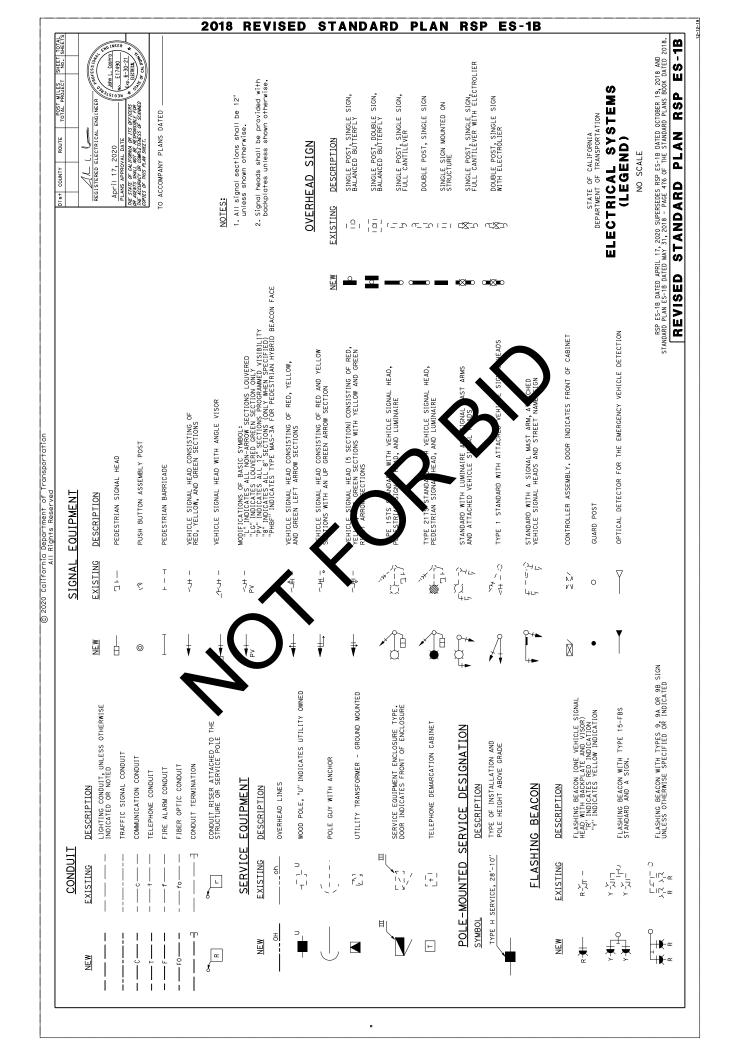


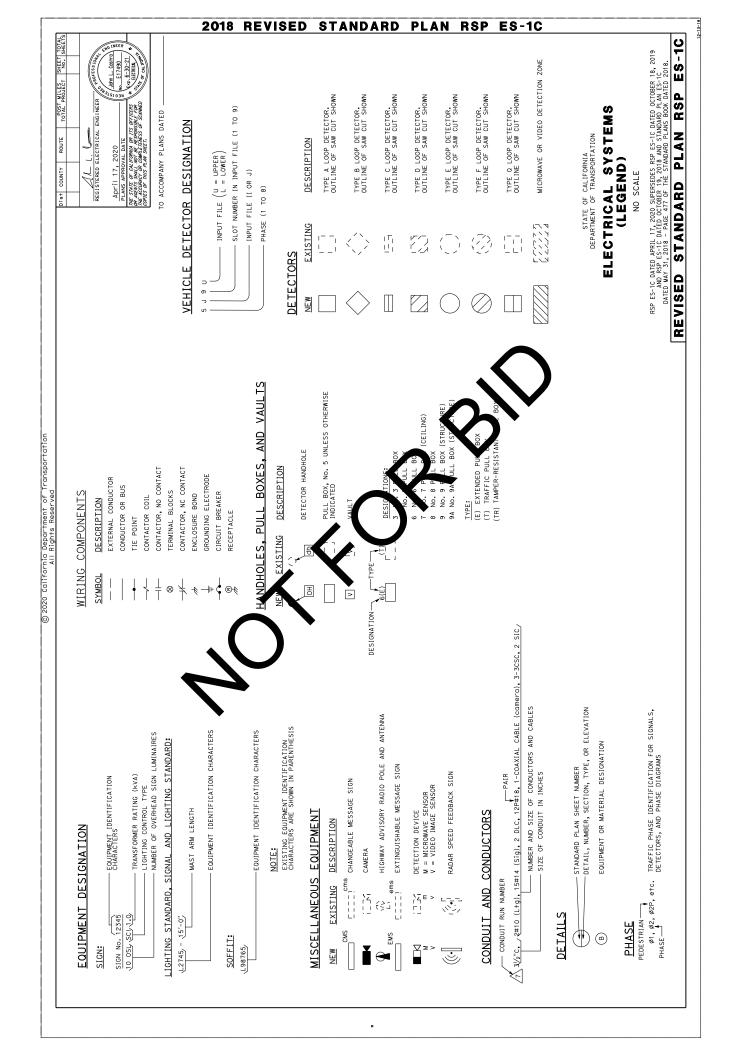


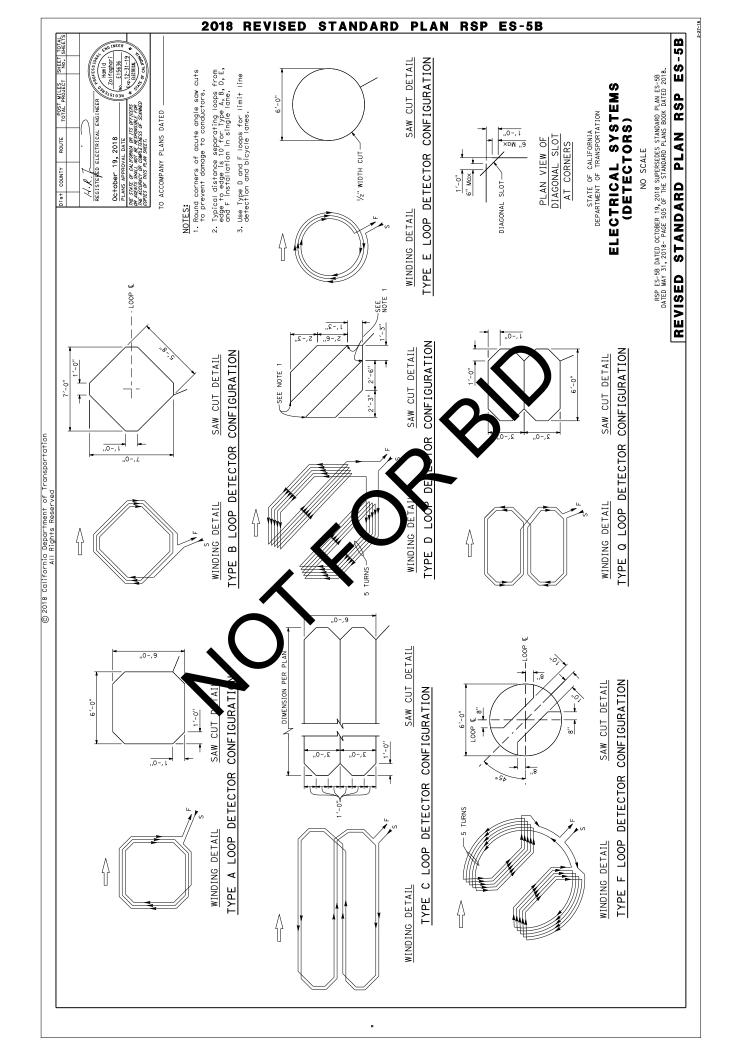


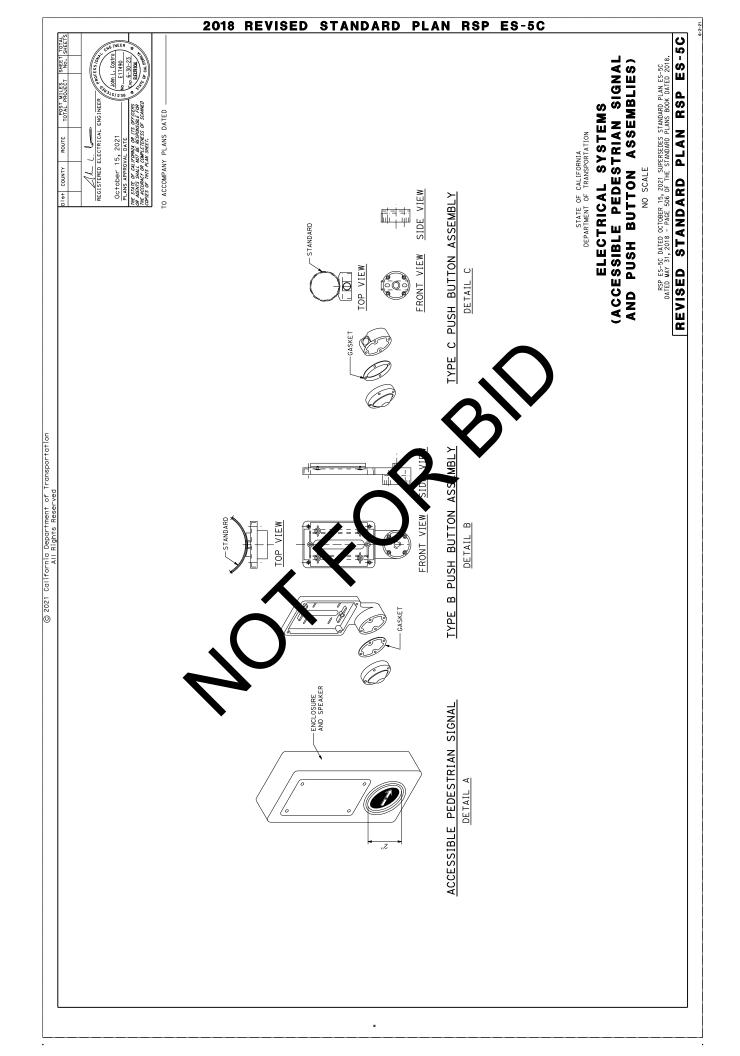


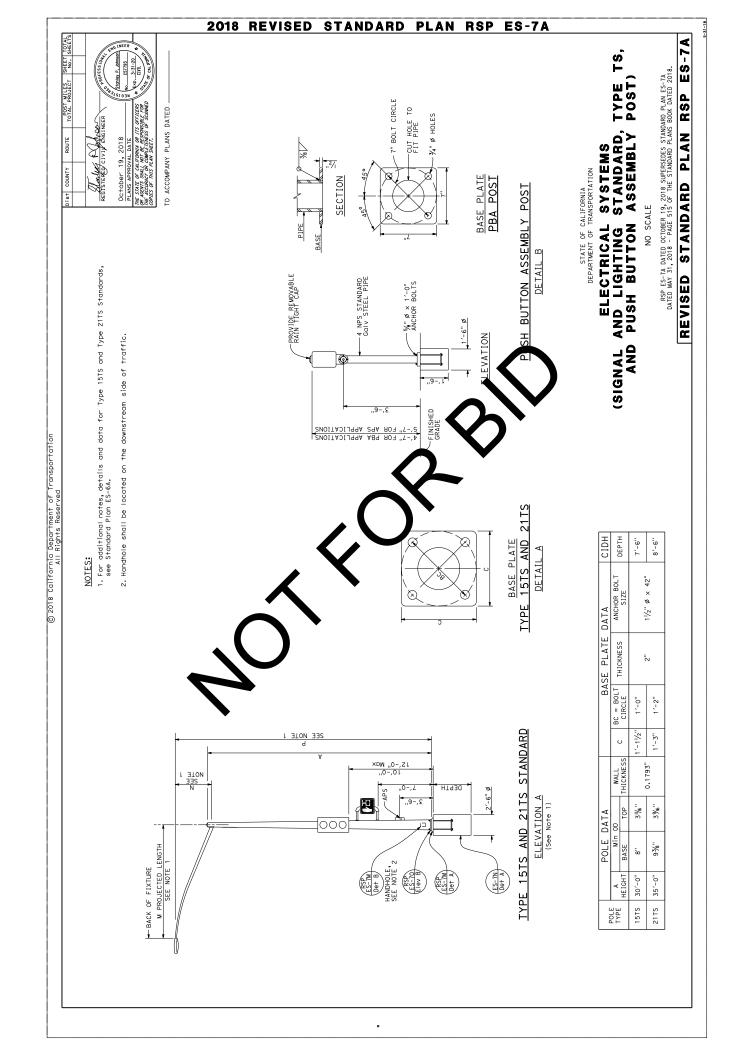


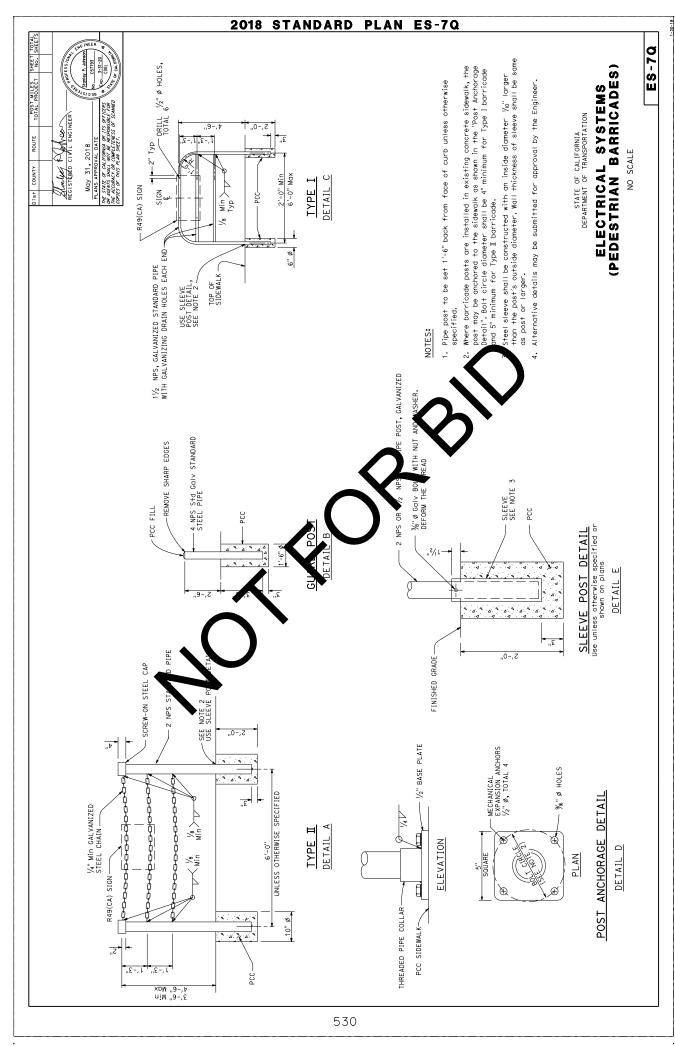


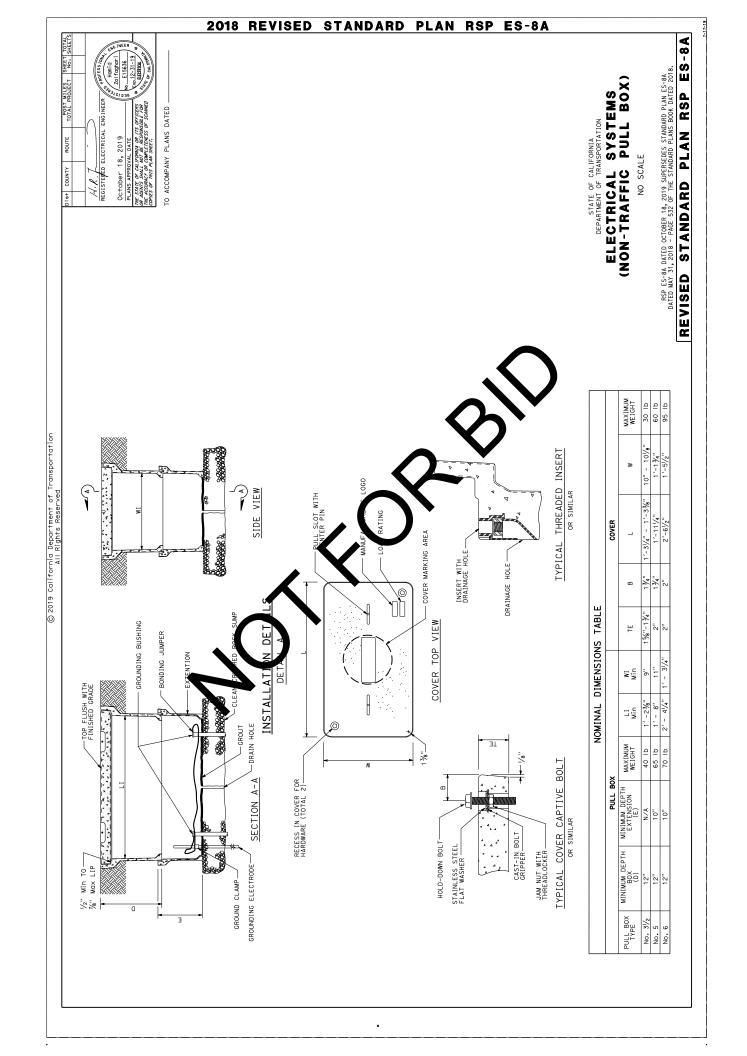












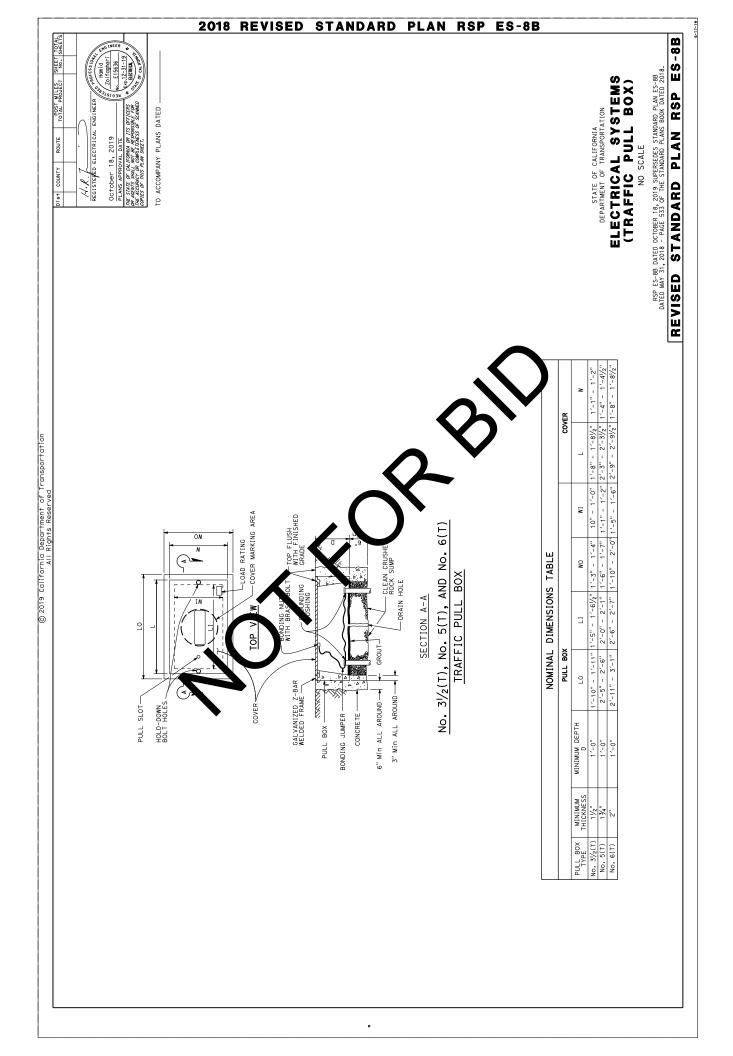


Figure 2A-2 (CA). Examples of Heights and Lateral Locations of Sign Installations

NOTES:

These sign positions are typical and should be considered a standard. When physical conditions require deviation from these typicals, they should be documented. When clear roadside recovery areas are provided, signs shall be placed as far from the traveled way as possible, up to 30 ft. When possible, they should be placed in protected locations.

Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way. When appropriate, signs for opposing directions shall be placed back to back.

E.T.W. = Edge of Traveled Way E.P.S. = Edge of Paved Shoulder

FREEWAY AND EXPRESSWAY LOCATIONS

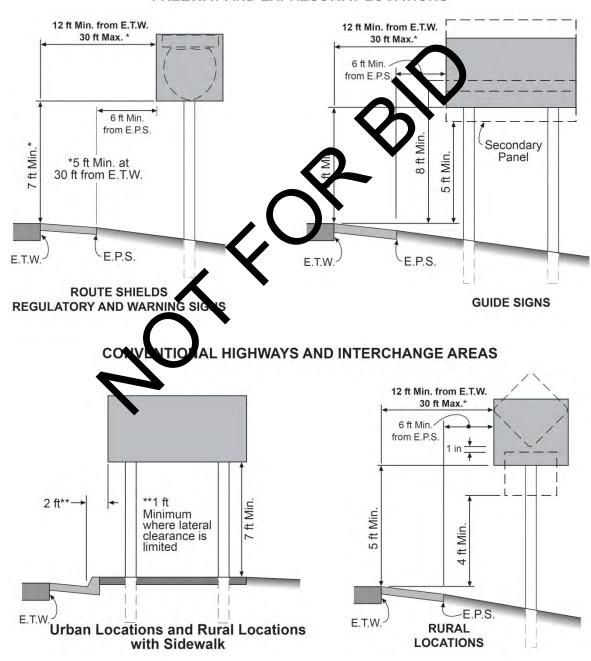
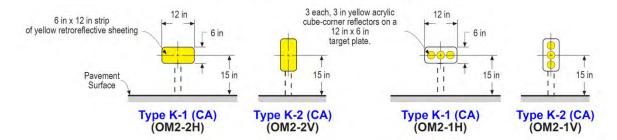
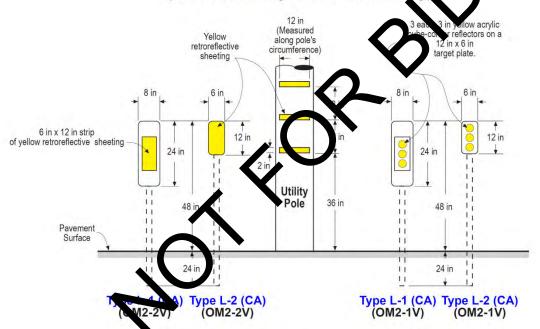


Figure 2C-13 (CA). California Object Markers (Sheet 1 of 2)

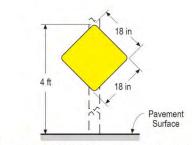
Type K (CA) Object Marker (Type 2) (obstructions adjacent to the roadway)



Type L (CA) Object Marker (Type 2) (obstructions adjacent to the roadway)



Type N (CA) Object Marker (Type 1 or Type 4) (obstructions within the roadway or end of roadway)



Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)

NOT TO SCALE

Figure 2C-13 (CA). California Object Markers (Sheet 2 of 2)

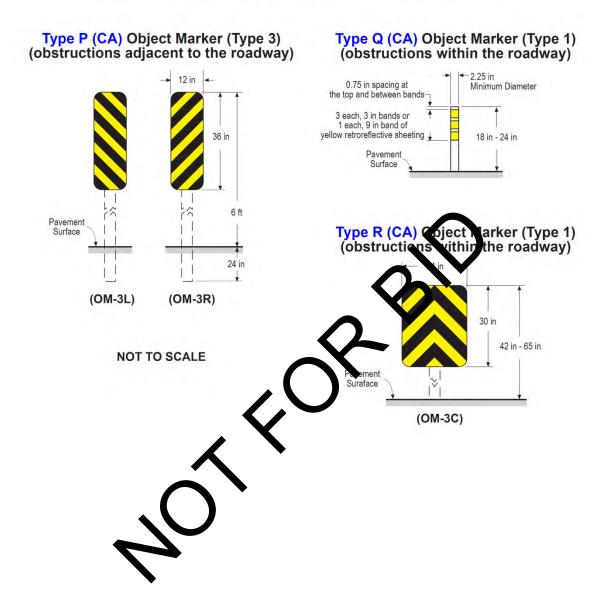


Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers

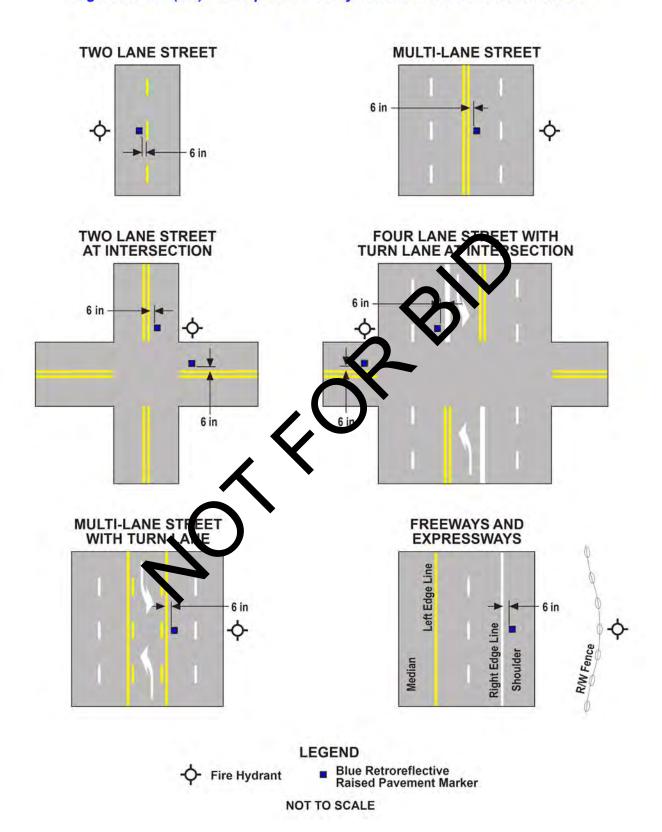
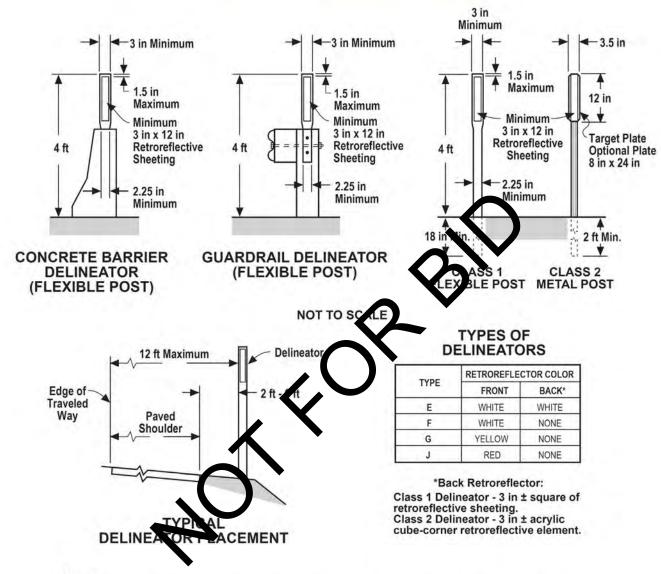


Figure 3F-101 (CA). Examples of Delineators



Notes:

- Class 1 (Flexible Post) Delineators are standard on State highways, except for certain locations, e.g., snow or protected areas behind guardrail, etc. The color of the post is white.
- 2. Class 1 (Flexible Post) Delineators used in construction or maintenance zones shall be orange with white retroreflective sheeting. However, if the delineators are to remain in place as a permanent roadway feature after the construction or maintenance period, the color of the post shall be white with the appropriate color of retroreflective sheeting as specified in Section 3F.03.
- 3. The Type of Retroreflective Element and Class of Post is designated as E-1, F-2, etc.

Support:

- 14 Since channelizers require closer spacing, their post size requirements differ from those of delineators.
- 15 There are two basic types of channelizers: one attaches to the pavement and the other attaches to an anchoring device imbedded in the pavement. Both the base and anchor systems are designed to permit replacement of the channelizer post. See Figure 3H-101(CA).

Guidance:

16 Channelizers should be placed a minimum of 2 feet from the traffic line, away from traffic, to allow for future maintenance of the line.

Option:

17 Space limitations may dictate exceptions to this criterion. At certain locations, placement directly on the traffic line may be required.

Support:

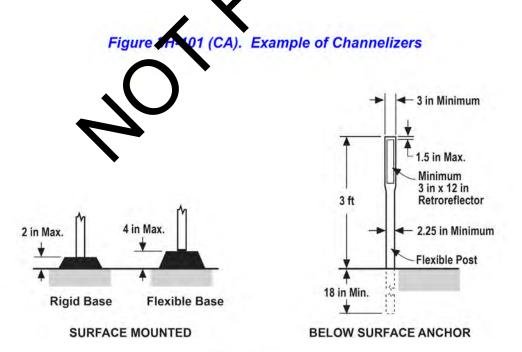
18 Spacing of the channelizers depends on the type of facility where they are to be used, the speed and volume of traffic, and the alignment to be channelized. Spacing which results in a visual fence/barrier effect is a key factor in channelizer installation.

Guidance:

- 19 The maximum post spacing should be 100 feet on carpool lanes where channelizes are used primarily to delineate the separation between the carpool lane and the main facility.
- 20 In locations where a relatively high number of violations occur, the post spacing should be 25 feet.

Option:

- 21 Where barrier violations are relatively minimal, a post spacing of 50 feet may be adequate. However, spacing in excess of 50 feet is of negligible value as a deterrent to intentional barrier glolations.
- 22 Post spacing closer than 25 feet may be considered on lower speed roads, urban streets and at specific locations such as traffic islands.



NOT TO SCALE

Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

Guidance:

- 2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
- 3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

Option:

- 4. Street lighting may be considered.
- 5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
- 6. For nighttime closures, Type A Flashing warning lights may be used on arricad s that support signs and close sidewalks.
- 7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights have used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
- 8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temp rary sidewalk to guide or direct pedestrians.

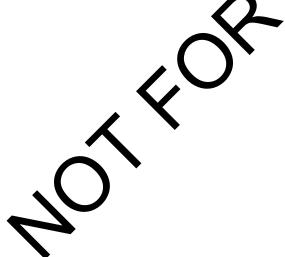
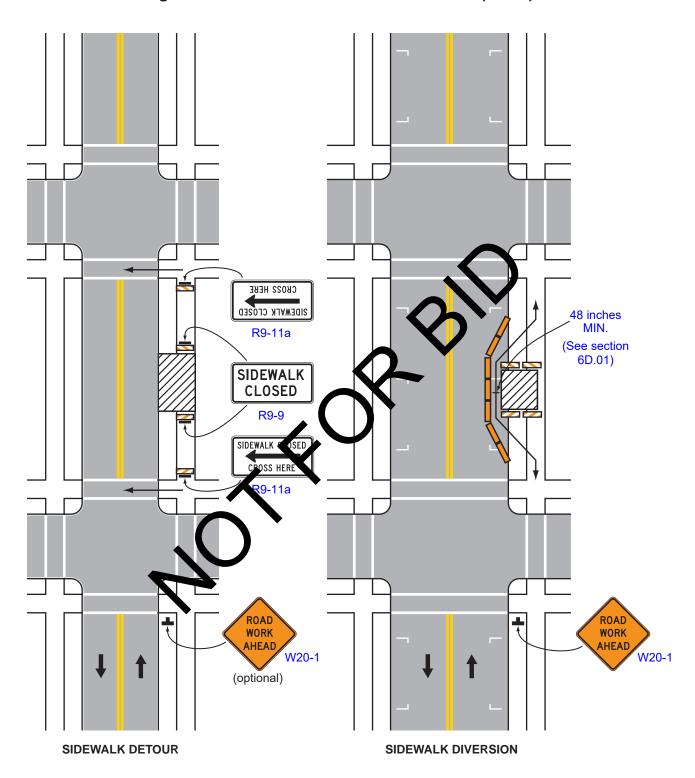


Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Notes for Figure 6H-29—Typical Application 29 Crosswalk Closures and Pedestrian Detours

Standard:

- 1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
- 2. Curb parking shall be prohibited for at least 50 feet in advance of the midblock crosswalk. Guidance:
 - 2. Parking should be prohibited in advance of mid-block crosswalks. Mid-block crosswalks should be avoided, when possible. See Section 3B.18.
 - 3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.
- 4. Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated. Option:
 - 5. Street lighting may be considered.
 - 6. Only the TTC devices related to pedestrians are shown. Other devices, such as late closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
 - 7. For nighttime closures, Type A Flashing warning lights may be used a barricades supporting signs and closing sidewalks.
 - 8. Type C Steady-Burn or Type D 360-degree Steady-Burn aming lights may be used on channelizing devices separating the work space from vehicular traffic.
 - 9. In order to maintain the systematic use of the fluorescent, ellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in TTC zones.

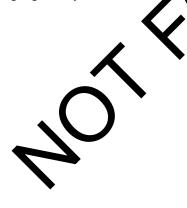
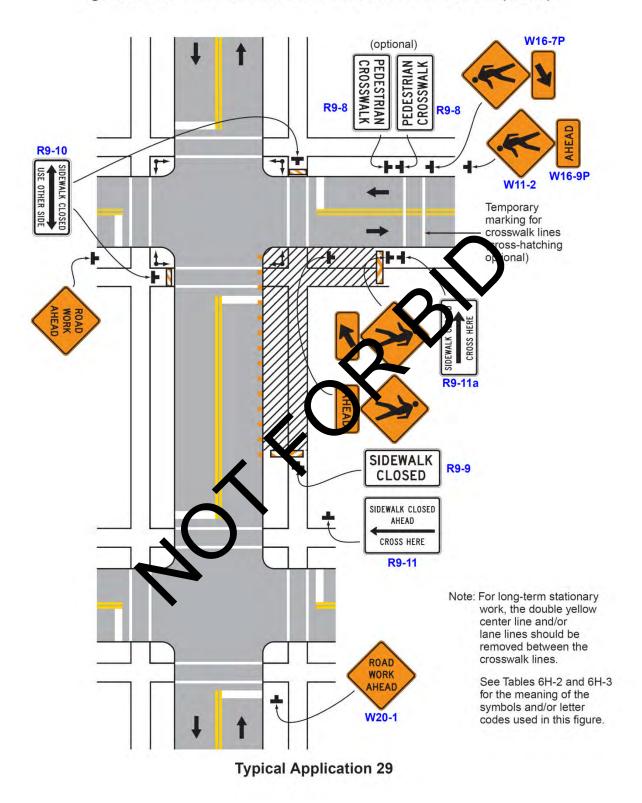


Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

Section 6D.01 Pedestrian Considerations

Support:

of A wide range of pedestrians might be affected by TTC zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. Considerations for pedestrians with disabilities are addressed in Section 6D.02.

Standard:

- 02 The various TTC provisions for pedestrian and worker safety set forth in Part 6 shall be applied by knowledgeable (for example, trained and/or certified) persons after appropriate evaluation and engineering judgment.
 - 03 Advance notification of sidewalk closures shall be provided by the maintaining agency.
- 04 If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.

 Option:
- os If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bas ervice around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits. Support:
- ⁰⁶ It must be recognized that pedestrians are reluctant to retrice their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

 Guidance:
 - of The following three items should be considered when playing for pedestrians in TTC zones:
 - A. Pedestrians should not be led into conflicts with vehicles equipment, and operations.
 - B. Pedestrians should not be led into conflict with verifics moving through or around the worksite.
 - C. Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).
- 08 A pedestrian route should not be so red and/or moved for non-construction activities such as parking for vehicles and equipment.
- op Consideration should be made to a parate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable role that loes not involve crossing the roadway can be provided, pedestrians should be appropriately directed with alwance signing that encourages them to cross to the opposite side of the roadway. In urban and a churba, areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than widblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt swirting the worksite or making a midblock crossing.
- ¹⁰ Figures 6H-28 and 6H-29 show typical TTC device usage and techniques for pedestrian movement through work zones.

Guidance:

- 11 To accommodate the needs of pedestrians, including those with disabilities, the following considerations should be addressed when temporary pedestrian pathways in TTC zones are designed or modified:
 - A. Provisions for continuity of accessible paths for pedestrians should be incorporated into the TTC plan.
 - B. Access to transit stops should be maintained.
 - C. A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11).
 - D. The width of the existing pedestrian facility should be provided for the temporary facility if practical. Traffic control devices and other construction materials and features should not intrude into the usable width of the

- sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space should be provided at least every 200 feet to allow individuals in wheelchairs to pass.
- E. Blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment should be used to determine if pedestrian signals or accessible pedestrian signals should be considered for crossings along an alternate route.
- F. When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a long cane can follow it. These detectable edgings should comply with the provisions of Section 6F.74.
- G. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.

Option:

12 Whenever it is feasible, closing off the worksite from pedestrian intrusion probe preferable to channelizing pedestrian traffic along the site with TTC devices.

Guidance:

- 13 Fencing should not create sight distance restrictions for road users. Fencis should not be constructed of materials that would be hazardous if impacted by vehicles. Wooden children fencing, and similar systems placed immediately adjacent to motor vehicle traffic should not be used as such fitters for crashworthy temporary traffic barriers.
- 14 Ballast for TTC devices should be kept to the minimum amount needed and should be mounted low to prevent penetration of the vehicle windshield.
- 15 Movement by work vehicles and equipment across designated pedestrian paths should be minimized and, when necessary, should be controlled by flaggers or TC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths should be avoided, since it encourages movement of workers, equipment, and materials across the pedestrian path.
- 16 Access to the work space by workers and equipment across pedestrian walkways should be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available. Option:
- 17 A canopied walkway may be used to protect pedestrians from falling debris, and to provide a covered passage for pedestrians.

Guidance:

- 18 Covered walkways should be turdily constructed and adequately lighted for nighttime use.
- 19 When pedestrian and vericle paths are rerouted to a closer proximity to each other, consideration should be given to separating them by a temporary traffic barrier.
- 20 If a temporary traffic barrier is used to shield pedestrians, it should be designed to accommodate site conditions.

Support:

21 Depending on the possible vehicular speed and angle of impact, temporary traffic barriers might deflect upon impact by an errant vehicle. Guidance for locating and designing temporary traffic barriers can be found in Chapter 9 of AASHTO's "Roadside Design Guide" (see Section 1A.11).

Standard:

22 Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and redirective capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.

23 Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.

Option:

²⁴ Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.

Support:

²⁵ A major concern for pedestrians is urban and suburban building construction encroaching onto the contiguous sidewalks, which forces pedestrians off the curb into direct conflict with moving vehicles.

26 If a significant potential exists for vehicle incursions into the pedestrian path, pedestrians should be rerouted or temporary traffic barriers should be installed.

Support

27 TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.

Guidance:

28 Tape, rope, or plastic chain strung between devices are not detectable, de not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Luildings and Facilities (ADAAG)" (see Section 1A.11), and should not be used as a control for pedestrian povements.

29 In general, pedestrian routes should be preserved in urban and compression suburban areas. Alternative routing should be discouraged.

30 The highway agency in charge of the TTC zone should regularly inspect the activity area so that effective pedestrian TTC is maintained.

Support:

31 Other laws and requirements are unique to California and need to be followed when providing pedestrian access through or around TTC zones.

32 Additional information on this topic can be found if publication at led "Pedestrian Considerations for California Temporary Traffic Control Zones on Caltrans' following web line

http://dot.ca.gov/hq/traffops/engineering/control-devi.es/pdf/PedBrochure.pdf

Section 6D.02 Accessibility Considerations

Support:

of Additional information on the design and construction of accessible temporary facilities is found in publications listed in Section 1A 11 (see Publications 12, 38, 39, and 42).

Guidance:

of the extent of pedestriction needs should be determined through engineering judgment or by the individual responsible for each TTC zone situation. Adequate provisions should be made for pedestrians with disabilities. Standard:

of When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

Support:

of Maintaining a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip.

Guidance:

05 Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual

disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.

Support:

of The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable, signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.

Guidance:

or If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton should be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.

Section 6D.03 Worker Safety Considerations

Support:

of Equally as important as the safety of road users traveling through the TC zone is the safety of workers. TTC zones present temporary and constantly changing conditions that are unexpected by the road user. This creates an even higher degree of vulnerability for workers on or near the today.

o2 Maintaining TTC zones with road user flow inhibited a little as possible, and using TTC devices that get the road user's attention and provide positive direction are of particular importance. Likewise, equipment and vehicles moving within the activity area create a risk of workers on foot. When possible, the separation of moving equipment and construction vehicles from workers of foot provides the operator of these vehicles with a greater separation clearance and improved sight lines to minimize exposure to the hazards of moving vehicles and equipment.

Guidance:

03 The following are the key elements of worker safety and TTC management that should be considered to improve worker safety:

- A. Training—all workers should be vained on how to work next to motor vehicle traffic in a way that minimizes their vulnerability. Worker having specific TTC responsibilities should be trained in TTC techniques, device usage, and place vehicles.
- B. Temporary Traffic Barriers—temporary traffic barriers should be placed along the work space depending on factors such as la val cicarance of workers from adjacent traffic, speed of traffic, duration and type of operations, time of day, and volume of traffic.
- C. Speed Reduction—reducing the speed of vehicular traffic, mainly through regulatory speed zoning, funneling, lane reduction, or the use of uniformed law enforcement officers or flaggers, should be considered. The use of regulatory speed zone signing tends to be more effective when law enforcement is present. Refer to Section 6C.01.
- D. Activity Area—planning the internal work activity area to minimize backing-up maneuvers of construction vehicles should be considered to minimize the exposure to risk.
- E. Worker Safety Planning—a trained person designated by the employer should conduct a basic hazard assessment for the worksite and job classifications required in the activity area. This safety professional should determine whether engineering, administrative, or personal protection measures should be implemented. This plan should be in accordance with the Occupational Safety and Health Act of 1970, as amended, "General Duty Clause" Section 5(a)(1) Public Law 91-596, 84 Stat. 1590, December 29, 1970, as amended, and with the requirement to assess worker risk exposures for each job site and job classification, as per 29 CFR 1926.20 (b)(2) of "Occupational Safety and Health Administration Regulations, General Safety and Health Provisions" (see Section 1A.11).

PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE SAN BERNARDINO COUNTY STATE OF CALIFORNIA

For Construction On

BLOOMINGTON AVENUE Cedar Avenue to 0.11 miles northeast of Larch Avenue

LENGTH: 0.42 miles
WORK ORDER: W.O. No. TX1795
AREA: Bloomington
ROAD NO.: 170550-010 ◆

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDING COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE SAN BERNARDING COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) https://epro/sucsunty.gov/epro/. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BY DERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

The undersigned, as bidder, declars that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; nat bolder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County, in the form of the sopy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to wit:

PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

IMPORTANT

Failure to Properly Complete Bid Package May Result in Rejection of Bid

1	Proposal – Assemble all pages in same numbering sequence as original.
	Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
	Unit Prices are entered for all bid items (or Alternate bid items).
	Corrections or changes to the bid document are initialed.
	Subcontractors, if any, are listed
	Public Contract Code Section 10285.1 Statement is executed
	Public Contract Code Section 10162 Questionnaire is completed
	Noncollusion Declaration is executed and submitted with bid.
	Bidder Information is completed and correct.
	Proposal is complete and signed by authorized company representative.
2	Addendums, if any, are acknowledged. (Normally sort by facsimile and mail)
	"Bidder's Certification" (Just the vertification page) are executed and attached.
3	Bidder's Security.
	10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
	If Bidder's Bond-surety signature is notarized.
	If Bidder's Bond, surety power of attorney is attached.
4	ePRO.
	Registered as a Vendor in the ePro System prior to date and time to receive bid.
	If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
	If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
	If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.
5	REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).
	DIR Registration Number identified for Bidder and all subcontractors.

Project: Bloomington Avenue

W.O.#: *TX1795*

Limits: Cedar Ave to 0.11 Miles NE of Larch Avenue

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	125,000	FA	Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts)	\$ 1.00	\$ 125,000
2	1	L.S.	Prepare Final Storm Water Pollution Prevention (SWPPP) Plan	\$	\$
3	1	L.S.	Water Pollution Control Work	\$	\$
4	1	L.S.	Mobilization	\$	\$
5	1	L.S.	Traffic Control System	\$	\$
6	7	EA.	Portable Changeable Message Sign	\$	\$
7	15	L.F.	Remove Chain Link Fence	\$	\$
8	170	L.F.	Remove Traffic Stripe	\$	\$
9	44	S.F.	Remove Pavement Marking	\$	\$
10	2	EA.	Remove Roadside Sign	*	\$
11	875	L.F.	Remove Culvert	\$	\$
12	1,950	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
13	30	L.F.	Remove Asphalt Concrete Dike	\$	\$
14	15,000	S.Y.	Pulverize Asphalt Conc ete Surft bing	\$	\$
15	3,800	CY	Export Pulverize/Native M. teri	\$	\$
16	2	EA.	Relocate and Ress Roadside Sign	\$	\$
17	2	EA.	Adjust Mahole Frame and Cover to Grade	\$	\$
18	300	S.Y.	Cold Plane (0.20') Asphalt Concrete Pavement	\$	\$
19	270	L.F.	temove concrete (Curb, Curb and Gutter)	\$	\$
20	250	S.Y.	Record Concrete (Cross Gutter, Sidewalk, and amp)	\$	\$
21	1	L.S.	Clearing and Grubbing	\$	\$
22	1	EA.	Remove Tree and Stump	\$	\$
23	1	L.S.	Develop Water Supply	\$	\$
24	5,100	C.Y.	Roadway Excavation	\$	\$
25	1	L.S.	Finishing Roadway	\$	\$
26	15,000	S.Y.	2% Cement Treated Base (0.45' Thk)	\$	\$
27	7,300	TON	Asphalt Concrete (Type A 3/4")	\$	\$
28	2,450	TON	Rubberized Asphalt Concrete (Type G 3/4" Maximum Grading))	\$	\$
29	400	S.Y.	Place Asphalt Concrete Driveways	\$	\$
30	30	C.Y.	Minor Structures (Catch Basin, Storm Drain Cleanout, Concrete Collar, and Pipe to Pipe Connection)	\$	\$

Bidder:

Project: Bloomington Avenue W.O.#: TX1795

Limits: Cedar Ave to 0.11 Miles NE of Larch Avenue

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
31	1	C.Y.	Grouted Rock Treatment	\$	\$
32	15	EA.	Roadside Sign (Metal Post)	\$	\$
33	180	L.F.	18" Reinforced Concrete Pipe (D-2000)	\$	\$
34	970	L.F.	24" Reinforced Concrete Pipe (D-1500)	\$	\$
35	2	EA.	Adjust Drainage Inlet Frame and Grate	\$	\$
36	200	S.Y.	ADA Ramp Detectable Warning Surface	\$	\$
37	2	C.Y.	Minor Concrete (Slough Walls)	\$	\$
38	3	C.Y.	Minor Concrete (Sidewalk with Welded Wire Fabric))		\$
39	35	C.Y.	Class 4 Concrete (Pipe Cover)		\$
40	70	C.Y.	Minor Concrete (Sidewalk and Driveway)		\$
41	25	C.Y.	Minor Concrete (Pedestrian Ramps)	\$	\$
42	100	C.Y.	Minor Concrete (Cross Gutter, Local Vepression, Curb, Curb and Gutter)	\$	\$
43	15	L.F.	Chain Link Fence (Type CL5)	\$	\$
44	5	EA.	Channelizer (Surface N bunted-h exible Base)	\$	\$
45	4,330	L.F.	Paint 6" wide Traffic Stript (2.65at)	\$	\$
46	2,250	L.F.	Paint 8" wide Traffic Stripe (2-Coat)	\$	\$
47	2,600	L.F.	Paint Do ble 6" wide Yellow Stripe (2-Coat)	\$	\$
48	3,100	S.F.	Paint Pavement Marking (2-Coat)	\$	\$
49	320	EA.	avemer Marker (Retroreflective - Type D and	\$	\$
50	2	EA.	Pavement Marker (Retroreflective - Blue)	\$	\$
51	1	L.S.	(S) Signal and Lighting	\$	\$
52	23	EA.	Inductive Loop Detector	\$	\$

PROJECT TOTAL: \$

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the contract shall be signed by the successful bidder and returned <u>within 10 days</u>, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided <u>within 10 days</u>, not including Saturdays, Sundays and legal holidays, after the hidder has received the contract for execution. Should the undersigned fail to contract as a bresaid, the Board of Supervisors may, at its option, determine that the bidder has a bala soned the contract, and, thereupon, this proposal and the acceptance thereof shall be red and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the San Bernardino County.

BIDDER		

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

Note: Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

Information marked with ** is required. (Make additional copies of this form if needed)

SUBCONTRACTORS LIST	<u>r</u>	
Name: **	Fed. ID:	Item(s) #: **
Business Location: **		(s):
Telephone: ()		An ount \$
License #: **	Description of Work: **	
DIR Registration #:**		V
Name: **	Fed. ID:	Item(s) #: **
Business Location: **	()	% (s):
Telephone: ()		Amount: \$
License #: **	Description of Work: **	
DIR Registration #:**		
Name: **	Fed. ID:	Item(s) #: **
Business Location:	7	% (s):
Telephone: ()		Amount: \$
License #: **	Description of Work: **	
DIR Registration #: **		
Name: <u>**</u>	Fed. ID:	Item(s) #: <u>**</u>
Business Location: **		% (s):
Telephone: ()		Amount: \$
License #: ** DIR Registration #:**	Description of Work: **	

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance 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.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

	Check One	\sim
has		asviot

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, son biracy, or any other act in violation of any state or federal antitrust law in connection win the bioding 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 Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance 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?

Check One
Yes
If the answer is yes, explain the circumstances in the following space.

NOTE: The above Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

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

PUBLIC CONTRACT CODE SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50 RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT

9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from slandages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or dam ges arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" meals, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University or California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, which is derived not to exceed 45 days, shall provide the claimant a written statement identifying that portion of the claim is disputed and what portion is undisputed. Upon receipt a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable document ion to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed porton and the undisputed portion of the claim, and the governing body does not meet within the 5 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing bray after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an andisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant 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 of the claim shall be processed and made within 60 days after the public entity 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 public entity and the claimant sharing the associated costs equally. The

public entity and claimant shall mutually agree to a mediator within 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) 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 resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring a bitration of disputes under private arbitration or the Public Works Contract Arbitration program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity 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 public entity's failure to have responded to a 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 claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower ties subcontractor lacks legal standing to assert a claim against a public entity because pivily a contract does not exist, the contractor may present to the public entity a claim to be left 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 public entity shall furnish reasonable documentation to support the claim. Within 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

20104.

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract tetween a contractor and a public agency when the public agency has elected to recolve my disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work a ne by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this acticle or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's writer response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of these provisions, the running of the period of time within which a claim must be filed shall be to be from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- **20104.4** The following procedures are established for all civil actions filed to resolve claims subject to this article:
- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- (b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees of expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1.41.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, pay the attorney's fees on the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

- (a) No local agency shall f il to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 1.7

Modification; Performance, Payment

20104.50

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

- (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
- (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not late than seven days, after receipt. A request returned pursuant to this paragraph shall be a companied by a document setting forth in writing the reasons why the payment request is not proper.
- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
- (e) For purposes of this article:
- (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
- (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
- (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:		
I am the of the bidder], the party making	[title] of the foregoing bid.	[name
company, association, organizations sham. The bidder has not directly false or sham bid. The bidder agreed with any bidder or anyour bidder has not in any manner, conference with anyone to fix overhead, profit, or cost element contained in the bid are true. The price or any breakdown thereof thereto, to any corporation, part to any member or agent thereof will not pay, any person or entity. Any person executing this declipoint venture, limited liability co	erest of, or on behalf of, any undistation, or corporation. The bid is gotly or indirectly induced or solicited has not directly or indirectly collugated and the bid price of the bidder of any of the bid price of the bidder of any of the bidder has not, directly or indirectly or indirectly or indirectly or indirectly or indirectly or indirectly or the contents thereof or divulged the ship, company, as occupation, orgot, to effectuate a policial or sharply for such purpose. The property of the bidder that is impany, have diability partnership, full power to execute, and does on the property of the power to execute, and does on the property of the power to execute, and does on the property of the property of the property of the power to execute, and does on the property of	enuine and not collusive or any other bidder to put in a conspired, connived, or o retrain from bidding. The terrent, communication, or other bidder, or to fix any other bidder. All statements ctly, submitted his or her bidd information or data relative ganization, bid depository, or bid, and has not paid, and a corporation, partnership, or any other entity, hereby
I declare under penalty of prajutrue and correct and that this de	n under the laws of the State of Ca eclaration is executed on	alifornia that the foregoing is
[date], t	[city],	[state].
Print Name	Signature - REQUIRED	
NOTE: The above No	oncollusion Declaration is part o	f the Bid, and
failure to incl	ude the Noncollusion Declaration	n with the Bid

Bidders are reminded that this declaration must be signed

will result in the Bid being found nonresponsive.

under penalty of perjury.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.)

(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

RUSSIAN SANCTION/EXECUTIVE ORDER NG

(Applicable for all Contracts of five million dollars (\$3,000,000) or more utilizing State funding.):

On March 4, 2022, Governor Gavin Newsom space Executive Order N-6-22 (the EO) regarding Economic Sanctions against Fussia and Russian entities and individuals. "Economic Sanctions" refers to sanctions impose by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that ale determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with functioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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

Bidders are cautioned that making a false certification may subject bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

NOTE: THIS FORM MUST BE PROPOSAL	COMPLETED, SIGNED AND RETURNED WITH THE					
Accompanying this proposal is						
in the amount equal to at least ten po	ercent of the total of the bid.					
(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)						
The names of all persons interested	in the foregoing proposal as principals are as follows:					
also names of the president, secreta	ested person is a corporation, state legal name of corporation, ary, treasurer, and manager thereof; if a co-partnership, state all individual co-partners composing firm; if bidder or other ate first and last names in full.					
	providing for the registration of Contractors,					
	Expiration Date:					
Dept. of Industrial Relations Reg. No	ederal Identification No.:					
	certify, under p naity of perjury under the laws of the State of nents are rue and correct and that the bidder satisfies all of ocuments.					
If the bid proposal is submitted throsignature is legally binding.	ough the undersigned acknowledges that its electronic					
Print Name	Signature - REQUIRED <u>Title</u>					
	Date:					
Name of Bidder						
Business Address						
Place of Business						
Business Phone No.	Business Fax No.					
Place of Residence						

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,		
	, as Principal, (hereinaft	er called the "Principal")
	, as Finicipal, (noteinald	
	vil Procedure, Section 995.120, legally doing busines	
are held and firmly bound unto the SAN BERNAR	DINO COUNTY, as Obligee, (hereinafter caned "Obligee) Dollars (\$	ligee"), in the sum of
for the payment of which sum well and truly to be executors, administrators, successors and assigns	pe made, the said Principal and the said Surety, bi	ind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for:		
PROJECT TITLE: BLOOMINGTON A' NORTHEAST OF LARCH Avenue; W. C		O 0.11 MILES
BID DATE:		
documents with good and sufficient surety for it and material furnished in the prosecution agreof, give such bonds, if the Principal shalpay to be of specified in said bid and such larger mount for w	the bid of the Principal and the Principal shall enter oposal and give such bonds as may be specified in faithful performance of such contract and for the p in the event of the failure of the Principal to enter Obligee the difference not to exceed the penalty her which the Obligee may in good faith contract with another than the penalty her the obligee may in good faith contract with another the null and void, otherwise to remain in full force and	prompt payment of labor or into such contract and teof between the amount other party to perform the and effect.
Signed and sealed this	day of	, Year
		. 54.
Principal	Surety	
By:Signature	By:Signature, Attorne	y-in-Fact
Printed Name	Printed Nan	ne
Title		

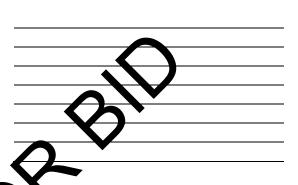




PUBLIC WORKS

Department Contract Representative	
Telephone Number	

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center



IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be red, mount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of ayment and agreements hereinafter mentioned to be made and performed by County, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with County, at Contractor's own proper cost and expense to detail the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for Construction on Bloomington Avenue Cedar Avenue to 0.11 miles northeast of Larch Avenue, Bloomington a, Work Order No.: W.O. No. TX1795; Road No.: 170550-010.

California Department of transportation (Caltrans) 2015 Standard Specifications and the 2018 Standard Plans, including the Caltrans 2015 Revised Standard Specifications and the 2018 Revised Standard Plans (Revisions on both the Standard Specifications and the Revised Standard Plans through 2021), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on Bloomington Avenue Cedar Avenue to 0.11 miles northeast of Larch Avenue; Length: 0.42 miles; Work Order No.: W.O. No. TX1795; Area: Bloomington; Road No.: 170550-010.

ARTICLE II. 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 agreement; 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, and for all risks of every description connected with the work; also for 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:of work and specifications, and the requirements of the Engineer under them to wit:

	Project:	Bloomington Avenue		W.O.#:	TX1795
	Limits:	Cedar Ave to 0.11 Miles NE of Larch Avenue		•	
Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total

Table of Contract Quantities, Items and
Prices will be shown here

ARTICLE III. County hereby promises and agrees with Contractor to employ and does hereby employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE VI. 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 VII. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR shall comply with Executive Orders 1.26, 11375, 11625, 12138, 12432, 12250, Title VI and VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating in equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. By my signature hereunder, as Contractor, I certify that I at a value of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IX. By my signature hereunder, as Contractor, I certify at I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprentic ship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprent ceable occupations pertaining to performance of work under this contract.

ARTICLE X. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's practises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

ARTICLE XI. Contractor shall comply with the Prevailing Wage Laws described in this Agreement, including Exhibit A.

As required by Labor Code section 1.71.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, is at a line in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

/ / / /

BOARD OF SUPERVISORS

F	Ву
Dawn Rowe, Chair, Board of Supervisors	
Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD	Name (Print or type name of person signing contract)
Lynna Monell Clerk of the Board of Supervisors of the San Bernardino County	Title(Print or Type)
By	Dated:
Deputy	Address
FOR COUNTY USE ONLY Approved as to Legal Form County Counsel Reviewed for Co	ontract Compliance Reviewed/Approved by Department
Date Date	Date

(Print or type name of corporation, company, contractor, etc.)

EXHIBIT A - PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code section 5 17 3, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engages in the Scope of Work, shall be paid not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the Contractor, and subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each works paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1773, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

If Labor Code section 1777.1, the Labor Commissioner publishes Pursuant to the provisions contractors ineligible to perform work as a contractor or subcontractor on and distributes a list a public works project. his list of debarred contractors is available from the DIR website at /Public-Works/PublicWorks.html. Any contract entered into between a http://www.dir.ca.gd contractor and a lebaned subcontractor is void as a matter of law. A debarred subcontractor may not rec ve public money for performing work as a subcontractor on a public works by public money that may have been paid to a debarred subcontractor by a contract, and contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manuer as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a pant of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and courty and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from eccipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements on the section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof for each worker, until strict compliance is effectuated. Upon the request of the Division of Laboratandards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Lator Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the California Labor Code section 1815. Is limited and restricted to eight (8) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more freque tly man monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the stom ssion of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, lemolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be recittered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the parposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

- (a) To qualify the stration under this section, a contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor

employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

- (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 montrs of since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The contractor has not previously been outlet be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the extiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this seed. In the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors

are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

- "(a) A contractor or subcontractor shall not be qualified to bid on be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined a this chapter, unless currently registered and qualified to perform public work pursuant to Jection 1725.5. It is not a violation of this section for an unregistered contractor to submit a ball hat is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered in periodic public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid ban not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonrespondive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 2 part after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commission as ablity to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liability for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the reposition of a previously approved registration.
- (4) A subcontractor shall not be liable for any remalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner of the or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (r), and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the previsions of Section 1742. The regulations of the Director of Industrial Relations, which givern pioceedings for review of civil wage and penalty assessments and the withholding of centrest payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
- (j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.
- (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or subcontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:
- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

- (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, or or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be eposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771 states the following:

- "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
- (1) The call for bids and contract documents shall specify that the project is subject to compliance senitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
- (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirement

- a. The Contractor is responsible for compliance with Late r Code section 1777.5 and the California Code of Regulations, title 8, sections 230 200.2 for an apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or concultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by a appletion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed in perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The engloyment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with <u>California Labor Code section 1777.5</u> requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—it is not a request for the dispatch of an apprentice.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices

- Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved a prenticeship training program and who did not receive sufficient number of top ences from their initial request must request dispatch of apprentices from ALL OTHEX apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit at (when requested) of its DAS-142 submittal to the apprenticeship committees (a grafax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship pregrams in the project area.
- vi. Only "registered" apprentice may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Control

- i. Contractors performing in apprenticeable crafts on public works projects, must make training function tributions in the amount established in the prevailing wage rate publication or journeymen and apprentices.
- ii. Contractors have se the "CAC-2" form for submittal of their training fund contributions.
- iii. Confectors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors <u>do not</u> need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

- ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jec pardize such apprentice's life or the life, safety or property of fellow employees or the pastical large, or if the specific task to which the apprentice is to be assigned is of uch a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 2-to-3 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprentices Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliante:

a. The responsibility of combliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusive that of the Contractor. All decisions of the Joint Apprenticeship Committee (Condenthis Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.