



SECTION E

SPECIAL CONDITIONS

**LAKE GREGORY REGIONAL PARK
SITEWIDE SEDIMENT
MANAGEMENT PROJECT**

FOR

**LAKE GREGORY REGIONAL PARK
24171 LAKE DRIVE, CRESTLINE, CA 92325**

PROJECT NO.: 30.30.0166

SPECIAL CONDITIONS

LAKE GREGORY REGIONAL PARK SITOWIDE SEDIMENT MANAGEMENT PROJECT

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SPECIAL CONDITIONS
LAKE GREGORY REGIONAL PARK
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1. THE WORK/REQUIREMENT

The work includes, but is not limited to, providing all necessary labor, equipment, materials and tools to satisfactorily perform the work of improvement to the Swim Beach area including dredging, regrading, and placement of in water concrete erosion gauges; improvements to South Beach and San Moritz Channel/Basins including dredging and regrading; and improvements to the majority of lake inlet locations along the lake perimeter with the addition of headwall structures and rip rap at some inlets as described in the plans, specifications and bid documents.

The work shall include, but not be limited to the following:

- a) Temporary dewatering systems to execute the work, including temporary storm drain bypass and diversion to divert storm and non-storm runoff around or through the project area.
- b) Field survey and earthwork (grading, dredging, importing specified fill material (recycled camp Switzerland backfill material and new beach sand) and backfill material, trenching, shoring, bedding, etc.);
- c) Installation of geotextile fabric,
- d) Installation of concrete erosion gauge,
- e) Create a Storm Water Pollution Prevention Plan (SWPPP) for the project based on the scope of work. SWPPP includes all Best Management Practices (BMP) during the execution of the work. SWPPP shall be reviewed and approved by the permitting agencies.
- f) Implementation of required environmental/agency requirements such as the Mitigation Monitoring and Reporting Program (MMRP) requirements as stipulated within the Final Initial Study / Mitigated Negative Declaration, Waterboard
- g) Furnish and install rip rap, concrete head wall, concrete collar, piping, protective railing, signage.
- h) Furnish and install buoy and buoy line anchorage,
- i) Remove and reinstallation of water apparatus anchorage,
- j) Protecting in place all existing utilities; and

All work shall be performed in accordance with these specifications and the contract drawings.

2. LOCATION OF CONTRACT WORK SITE

The contract work site is located at Crestline, California, within Lake Gregory, located at 24171 Lake Drive.

3 TIME COMPLETION AND LIQUIDATED DAMAGES

All work (including testing, submittal of all as-built record drawings, and final cleanup) shall be completed within **365 calendar days** after the “Notice to Proceed” is issued by the Department of Public Works - Special Districts (Department). In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the bid proposal, the Contractor shall forfeit to the County a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$2,500 per calendar day** in excess of the Contract calendar days.

4. JOB SITE SAFETY

a. Responsibility

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

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

b. Construction Safety Orders

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

When applicable, the Contractor’s operation shall also comply with General Industry Safety Orders.

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

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

5. MISCELLANEOUS SPECIAL CONDITIONS

a. Pre-Construction Conference

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

b. Contractor's Field Superintendent

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

c. Final Inspection

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

6. SANITARY FACILITIES

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

7. CONSTRUCTION WATER

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

8. ENVIRONMENTAL MITIGATION MEASURES

A-1: The Contractor shall comply with the following mitigation measures to reduce impacts from construction equipment:

- a) Construction equipment shall be maintained in proper tune.
- b) Gasoline or electricity powered equipment instead of diesel-powered equipment shall be used whenever possible.
- c) Use of heavy equipment shall be suspended during first stage smog alerts.
- d) All construction equipment shall be prohibited from excessive idling; and

- e) The use of “clean diesel” equipment if modified engines (catalyst equipped, or newer Moyer Program retrofit) are available at reasonable cost shall be encouraged.

A-2: To reduce fugitive dust emissions during construction, the use of best available control measures (BACMs) consistent with Rule 403 for control of fugitive dust (South Coast Air Quality Management District 2005) shall be implemented during grading. These measures include the following:

- a) Prior to moving any soil, apply water to the surface of the soil not more than 15 minutes prior to moving soil.
- b) For any stockpiled soils, either cover soils or apply water twice per hour.
- c) Water all active construction areas at least three times daily when active earthwork is occurring or as needed to minimize dust emissions. If evidence of dust is observed, increase to a minimum of four times per day.
- d) Cover all haul trucks or maintain at least two feet of freeboard in trucks used to transport soil to the site.
- e) Pave or apply water twice per hour to all unpaved parking or staging areas during active operations.
- f) Reduce speed on unpaved roads to less than 15 miles per hour.
- g) Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
- h) Cover or water twice daily any on-site stockpiles of debris, dirt or other dusty materials.
- i) Suspend all operations on any unpaved surface if winds exceed 25 miles per hour;
- j) Limit daily disturbance areas to 5 acres or less;
- k) Move no more than 5,000 cubic yards of soil daily;
- l) Encourage carpooling for construction workers;
- m) Park construction vehicles off traveled roadways;
- n) Wet down or cover dirt hauled off-site;
- o) Wash or sweep access points daily;
- p) Encourage receipt of materials during non-peak traffic hours; and
- q) Sandbag the construction site for erosion control.

HWQ-1: To avoid water quality impacts on Lake Gregory during the proposed sediment removal activities a Storm Water Pollution Program shall be implemented for sediment removal and stockpiling activities. The SWPPP must include a list of BMPs to be implanted as part of the project and a visual monitoring program to ensure the effectiveness of the Plan. **The SWPPP must be in place prior to construction and the contractor is responsible for the monitoring and reporting responsibilities.**

HWQ-2: Excavation methods shall implement the use of a silt fence or terminal berm, as practicable, to reduce impacts to water quality associated with turbidity. Turbidity controls shall be in place during project activities and must remain in place no less than 1 month after project activities have completed or until the authority having jurisdiction have provided approval for the removal of turbidity controls.

HWQ-3: Sediment extraction from the lake shall occur only at the designated project areas. If practicable, sediment removal activities shall be scheduled to occur during the off-season dry months.

HWQ-4: To minimize water quality impacts associated with disturbance during removal of sediment on the lake's shoreline, the contractor shall create a berm barrier between the lake and sediment to be removed in order to reduce any incidental drainage to the lake.

The Contractor is responsible for implementation and compliance with the mitigation measures as described in the Mitigation Monitoring and Reporting Checklist found in the Appendix. All costs for implementation and compliance shall be included in the contractors bid price.

The County will be responsible for performing all monitoring and conducting the necessary surveys as described in the MMRP. The County will retain all biologists, archaeologists, and paleontologists as described in the MMRP.

9. COMPLIANCE WITH STORM WATER REGULATIONS (NPDES)

Shall be in Accordance with the General Permit for Storm Water Discharges Associated with Construction Activity Order No. 2009-0009 DWQ (NPDES General Permit No. CAS000002). Contractor, as County's authorized representative, shall comply with the regulatory requirements of the State Water Resources Control Board's (SWRCB) Order No. 2009-0009 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Runoff Associated with Construction Activity, copies of which are available on SWRCB website at: https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html.

The Contractor shall submit a project specific Storm Water Pollution and Prevention Plan prepared by a Qualified SWPPP Developer (QSD) and certified by the Contractor as the County's authorized representative in accordance with Order No. 2009-0009 DWQ, NPDES General Permit No. CAS000002. The Contractor shall submit 1 hard copy and 2 electronic copies (Flash Drives in Smart pdf format) of the SWPPP to the County within two weeks of the contract start date. The County, upon approval of the SWPPP, shall electronically file Permit Registration Documents (PRDs) using the Stormwater Multi Application Reporting & Tracking System (SMARTS) and shall mail the Notice of Intent (NOI) Fee Statement with appropriate Application Fee to the State Water Resources Control Board. SWRCB will process the PRDs and a Waste Discharge Identification Number (WDID) will be assigned to the project. County will forward the completed NOI including the WDID to the Contractor upon receipt.

The Contractor, as County's authorized representative, shall then maintain a copy of the SWPPP on the job site at all times for review and inspection by the Regional Water Quality Control Board. Documents that shall be available on site include but are not limited to the SWPPP that is monitored as needed for current conditions; construction site monitoring plan (CSMP); weekly and extended rain event inspection checklists; pre and post-rain event reports; quarterly non-stormwater monitoring reports; and Rain Event Action Plans (Risk Level 2 and 3 projects only). All on-site reports shall be revised and updated as necessary by noon every Monday. If a County observed holiday falls on Monday, all on-site reports shall be revised and updated by noon the next day.

The Contractor, as County's authorized representative, shall have a Qualified SWPPP Practitioner (QSP) to implement the SWPPP in compliance with Order No. 2009-0009 DWQ including but not limited to training/certification requirements for key personnel implementing the SWPPP/BMPs etc.; performance of weekly inspection reports; performance of all required monitoring and reporting including monitoring data/records and visual monitoring records; and maintaining records of corrective actions taken and not taken. Submittal of weekly inspections and monthly reports to the County in compliance with the permit is required by the end of each month.

The Contractor's QSP must be registered in SMARTS so County may link the QSP to the project in SMARTS as a Data Person.

The County, at its discretion, may withhold payment and/or return pay requests if the contractor fails to submit monthly reports by the last working day of the month, properly maintain records, or otherwise comply with the permit requirements.

The Contractor shall include all costs for preparation of the SWPPP, record keeping, implementation, and reporting requirements of the permit. No additional compensation will be allowed.

10. PRECONSTRUCTION AUDIO VIDEO RECORDING (DVD)

The Contractor shall make arrangements with a professional photographer, approved by the County, to prepare a full color pre-construction audio video recording on DVD of the project site with the Inspector present prior to mobilizing and provide the County with a copy.

11. PROJECT SIGN

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

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

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

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

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

12. SOILS OR GEOTECHNICAL REPORTS

A Geotechnical Investigation Report (Project No. 23-81-115-01), dated August 11, 2023 was prepared by Converse Consultants for the work in a specific areas of the project. A copy of the Geotechnical Report is included in Section H.

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

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

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

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

13. REFERENCE TO STANDARD DRAWINGS AND DETAILED PROVISIONS

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

14. STORAGE OF MATERIALS AND EQUIPMENT AND SECURITY

Contractor may utilize available land at Lake Gregory for storage of materials and equipment. Contractor shall coordinate the location of material and equipment storage with the County Inspector.

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

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

15. SOILS TESTS

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

16. CONSTRUCTION SURVEY

Contractor will have licensed professional surveyor in the State of California to provide construction staking of the pipelines, finished grades, and well facilities. Contractor to pay for this work.

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

Contractor shall survey the dredged bottoms of the lake upon completion for verification and provide daily export vehicle tickets to maintain a quantity of material dredged from the lake. Daily export vehicle tickets and quantities shall be provided to the County at the end of each day.

17. NOISE CONTROL REQUIREMENTS

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

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

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

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

18. COORDINATION

Contractor shall cooperate with the County, County Representatives and all other jurisdictional agencies. The County will have representatives on site to observe and verify compliance with Contract Documents. Contractor shall notify the County a minimum of 2 weeks prior to commencing construction and allow ample time for pre-construction surveys per the mitigation measures to be conducted.

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

19. EXISTING UNDERGROUND UTILITIES AND POTHOLING FOR EXISTING UTILITIES

Unless otherwise indicated on the plans or directly by the utility owner, all utilities shall be protected in place and service maintained. Utilities crossing the proposed raw water pipeline alignment are plotted on the plan view of the plans. The utilities were plotted based on information provided from the respective utility owners. The accuracy of plotted utilities is not guaranteed.

Existing utilities have been identified and located on the plans based on the best information available. The Contractor is responsible for performing exploratory excavations (potholing) along the alignment of the project to confirm location of existing utilities and to establish connection requirements to existing pipelines. The Contractor shall field survey the elevation and location of utilities, including tie-in points, and provide the information to the County's representative a minimum of two weeks ahead of construction to permit design revisions should a conflict arise. All associated costs with potholing shall be included in the unit bid price per lineal foot of pipe and no additional compensation will be allowed.

20. WORK HOURS

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

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

21. SEASONAL WORK RESTRICTIONS

Contractor shall not perform any dredging or improvements within the Swim Area from Memorial Day to Labor Day.

Contractor shall not perform any dredging within the South Beach, South Lake and San Moritz Channel/Basins from Memorial Day to Labor Day.

There shall be no dredging material on-site during the seasonal work restriction timeframe.

22. DUST CONTROL REQUIREMENTS

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

23. BUSINESS ACCESS

The Contractor will be required to provide complete unobstructed access to Lake Gregory Company (concessioner) personnel at the end of every workday during constructions. The Contractor will be responsible for coordinating with the County of San Bernardino Department (Regional Parks) and Lake Gregory Company at least two weeks in advance that the construction activity within the San Moritz Channel/Basin and Swim Area.

24. PRIVATE IMPROVEMENTS

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

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

25. OPERATION OF EXISTING FACILITIES

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

26. CONSTRUCTION WORK AREA AND RESTRICTIONS

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

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

27. CONSTRUCTION PHASING SCHEDULE

The Project will be constructed in separate multiple phases, as identified below. Unless otherwise approved or directed by the County, each phase shall be completed according to the approved Baseline Schedule prior to commencement of subsequent phases/segments.

The contractor shall prepare Construction Schedule in order to complete the Work and related activities in accordance with the phasing plan. Contractor shall include all cost to complete all Work within Milestones or Contract Time.

The major phases/segments of the work are identified below and shall be followed with the following general guidelines.

PHASE 1 – MOBILIZATION (90 Calendar Days)

Work to start immediately following issuance of Notice to Proceed. Contractor shall prepare shop drawings and submittals that are either critical or near critical to the overall Substantial Completion of the Project and/or required to be submitted as part of Agency approval such as but not limited to Storm Water Pollution Prevention Plan (SWPPP), Diversion Plan, Temporary Dewatering System.

Completion of Phase 1 is defined as Contractor mobilization completed, all submittals approved, and lead-time items processed for procurement, project sign installed, and all require permit documentation submitted and approved, implementation of approved SWPPP.

PHASE 2 – CONSTRUCTION (275 Calendar Days)

SEGMENT 1 (STORM DRAIN IMPROVEMENT AND DREDGING)

Shall be defined as all work is substantially completed including but not limited to storm drain improvements, headwalls, rip rap, concrete collars, protective railing, dredging, exporting of all dredging material off-site. Work to start after the completion of Phase 1 and all pertinent Mitigation Monitoring and Reporting Program (MMRP) pre-construction surveys and requirements are in place and approved. No dredging shall occur between two weeks before Memorial Day and one week after Labor Day. Any stockpile of dredging material must be hauled off-site prior to the restricted seasonal timeframes noted above.

SEGMENT 2 (SWIM BEACH WATERPARK AREA)

Shall be defined as all work is substantially completed including but not limited to temporary dewatering system, grading, new concrete monument gauges and signage. Work shall start

after the completion of Phase 2, Segment 1. No work shall occur in this area between two weeks before Memorial Day and one week after Labor Day. The Lake Gregory Company will be operating normal business within this timeframe within this area.

28. SPOIL MATERIAL

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

29. WATERPARK APPARATUS (INFLATABLE AREA)

Lake Gregory Company shall remove the waterpark apparatus (inflatables) prior to the work. The Contractor shall provide three (3) weeks' notice to allow the Lake Gregory Company to remove their equipment.

The Contractor shall be responsible for removing the existing waterpark apparatus anchors to perform the Work. The Contractor shall be responsible to reinstall the waterpark apparatus anchors prior to completion of the Work. There are approximately forty (40) five-hundred-pound (500 lbs.) and fifteen (15) two-hundred-pound (250 lbs.) anchors.

30. ARTIFICIAL FISH HABITATS

The Contractor shall be responsible to procure and install artificial fish habitats within Lake Gregory.

31. RESTORATION

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

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

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

The Contractor shall be responsible for the proper disposal of all waste materials resulting from project operations, including rubbish, packaging materials, discarded equipment parts, and damaged construction materials, in a manner and at locations suitable to the County and all health and other regulatory agencies. All pavement grindings shall be hauled offsite to an approved disposal area through the City or County.

Contractor shall protect in place or remove and replace all existing utilities and public and private improvements (except those improvements specified to be removed) including, but not limited to, berms, curbs, gutters, concrete pavement, asphalt concrete pavement, walkways, sidewalks, cross gutters, spandrels, medians, driveways, mailboxes, bikeways, trail ways, bus stops, storm drains, landscaping, landscaping materials, landscape irrigation systems, traffic striping, power poles, guy wires, street lights, signs, guardrails, traffic signal facilities, fences,

and walls. If said facilities are undermined or disturbed as determined by County, said facilities shall be removed and replaced. Contractor shall correct or replace any damaged utilities or improvements as part of the contract work at no additional cost. Certain existing improvements are specified on the Contract Drawings to be protected in place or removed and replaced. Contractor shall protect in place or remove and replace all damaged existing public and private improvements whether they are specifically noted on the Contract Drawings or not.

For each appurtenance crossing beneath curb and gutter, Contractor shall remove and replace existing curb and gutter. During replacement of curb and gutter, Contractor shall replace sections of curb and gutter between existing construction joints

Where appurtenances will be installed in existing concrete or asphalt concrete pavement areas, Contractor shall remove and replace sections of sidewalks, stamped concrete medians or asphalt concrete pavement areas as required to accommodate said appurtenances. Areas shall be sawcut and sidewalks shall be removed in complete panels at existing joints.

If colored or textured sidewalk or stamped concrete medians are removed, Contractor shall replace with colored and/or textured sidewalk or stamped concrete medians to match existing. Where pipelines or appurtenances are constructed underneath existing concrete spandrels or cross gutters, Contractor shall remove and replace said spandrels or cross gutters. Spandrels or cross gutters shall be sawcut at existing construction joints and removed unless directed otherwise by County.

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

Remove all debris, construction materials, and equipment from public and private streets, and private property.

Fill all excavations with compacted backfill compacted to 90% relative compaction minimum, unless noted otherwise on the project specific geotechnical report; however, if approved by County, Contractor may use traffic plates to cover portions of the trench each day. Traffic plates shall be recessed in accordance County and City permit requirements. In addition, traffic plates shall be tack welded together, reinforced as required to support traffic, and consist of nonskid surfaces.

Place 2" minimum thickness temporary asphalt concrete pavement on all trenches where existing asphalt concrete pavement was removed, compacted and rolled smooth and flush with adjacent pavement sufficient to support traffic. Said pavement may be placed cold provided it is placed smooth and flush with adjacent existing pavement and rolled with a steel-wheeled pavement roller and properly maintained. Compaction of pavement by other equipment including, but not limited to, backhoes, loaders, or trucks will not be allowed.

Clean all work areas including, but not limited to, washing and sweeping all streets, driveways, gutters, sidewalks, bikeways, and trail ways, and removing all trash. Contractor shall sweep work areas more than once a day if requested by County or City and per the approved SWPPP BMP's are being met.

Place temporary traffic striping.

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

If trenches are not compacted to 90% relative compaction minimum, work areas are not properly cleaned, and if temporary asphalt concrete pavement is not properly placed and maintained on a daily basis, County will prohibit any construction work until compaction meets specified requirements, work sites are clean, and temporary asphalt concrete pavement is properly placed and maintained.

In addition, Contractor shall inspect entire job site at the end of each workday and frequently on Saturdays, Sundays, and holidays and correct any traffic, pavement (temporary or permanent pavement) or backfill deficiencies. Contractor shall maintain streets including backfilled trenches in good repair.

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

32. LOCAL CONDITIONS

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

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

33. COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), *Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027*, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have

been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s). Contractor agrees to comply with the following:

- A.** In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B.** In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections 1251-1389).
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay

for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- H.** Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
- i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit “B” for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.
- I.** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- J.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- K.** Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.
- i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local

government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- L. Data Collection Requirements – Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available to County, State or Federal governments upon request.
- M. Data Submission Requirements - Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available at request.
- N. Project Progress Reporting - Contractor agrees to provide project timeline and progress updates to the County upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the County.

- O.** Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.
- P.** Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by County.
- Q.** Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.
- R.** Contractor shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- S.** Contractor shall repay to County any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, County reserves the right to withhold future payments due Contractor from any source under County's control.
- T.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are

inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

- U. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- V. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- W. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury’s implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- X. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Y. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- Z. New Restrictions on Lobbying, Title 31 C.F.R. Part 21.
- AA. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- BB. Applicable Federal environmental laws and regulations.
- CC. Statutes and regulations prohibiting discrimination include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury’s implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

DD. Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

EE. Any publications produced with ARPA funds must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury.”

FF. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

GG. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

HH. As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:

- i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
- ii. Acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.

- iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
 - iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- II.** The Contractor must include the following language in every contract or agreement subject to Title VI and its regulations:
“The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement.”
- JJ.** Contractor shall cooperate in any enforcement or compliance review activities by the County and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.
- KK.** Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.
- LL.** County has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.
- MM.** Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the County is obligated with the Department of the U.S. Treasury, whichever is later.
- NN.** Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.
- OO.** In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. County and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

NOT FOR BID