

WARNING: ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

**NOTICE TO BIDDERS AND SPECIAL PROVISIONS
FOR CONSTRUCTION ON**

***DESERT KNOLLS WASH PHASE III FLOOD
CONTROL IMPROVEMENT PROJECT***

Federal-aid Project Federal No. CFDA Number 66.202

***From Existing Trapezoidal Concrete Channel to just North of the
Confluence with the Mojave River***

**LENGTH: 2,590 Feet
WORK ORDER: F01854
AREA: Town of Apple Valley
SYSTEM NO.: 4-201-1A**

For use in connection with the following publications of the State of California, Department of Transportation:

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.



***SAN BERNARDINO COUNTY
-- FLOOD CONTROL DISTRICT --***

The Notice to Bidders and Special Provisions, prepared for construction on

DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT PROJECT

From Existing Trapezoidal Concrete Channel to just North of the Confluence with the Mojave River

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have been recommended for approval under the direction of the following:



Brendon Biggs, P.E. 9/19/2023
Chief Flood Control Engineer Date





Mervat Mikhail, P.E. 09/19/2023
Deputy Director Date



have been prepared by or under the direction of the Registered Engineer:



David Drake, P.E. 9/19/2023
Chief Design Engineer Date



NOT FOR BID

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NOT FOR BID

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the San Bernardino County Flood Control District, will receive sealed proposals until:

10:00 A.M., THURSDAY, XXXX, 2023

in the building of:

San Bernardino County Flood Control District
Front Reception Desk
825 East 3rd Street
San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the Contract pursuant to Labor Code section 1771.1. For more information, please see <http://www.dir.ca.gov/Public-Works/SB854.html>.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must be **BOTH (1) scanned into ePro and (2) submitted in person in a sealed envelope prior to the proposal opening date and time**) or in person at the San Bernardino County Flood Control District (District) at 825 East 3rd Street San Bernardino, CA 92415 at which time the bids will be publicly opened and declared via video and teleconference via gotomeeting.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePro for further login information for the following Project:

**DESERT KNOLL WASH PHASE III FLOOD CONTROL IMPROVEMENT PROJECT
From Existing Trapezoidal Concrete Channel to just North of the Confluence with the
Mojave River**

**LENGTH: 2,590 Feet
WORK ORDER: F01854
AREA: Town of Apple Valley
SYSTEM NO.: 4-201-1A**

The work, in general, consists of clearing and grubbing, grading, excavation, backfill; disposal of surplus dirt; removal of rock and concreted rock; removal of existing sewer lines, manholes and appurtenances; removal of existing chain link fences/gates; removal of corrugated steel pipe; grading, construction of concreted rock slope protection; grade stabilization structures; access road and ramps along with various ramps; construction of reinforced concrete box (RCB), head wall; wing wall and cutoff walls; installation of chain link fence/gates; installation of pipe gate; installation of cable railing and metal beam guard railing structures and other work appurtenant thereto.

This Project requires a **Class A** Contractor's license issued by the State of California Contractors State Licensing Board. The Contractor must maintain this license from contract award through acceptance. All Contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

This Project is partially funded through the Environmental Protection Agency (EPA) Community Grants Program. As such, the Project, Contract, and successful bidder are subject to the federal terms and conditions, which are attached to the Contract as the Yellow Pages. If there is a conflict between the Notice to Bidders, Special Provisions, and the Yellow Pages, the Yellow Pages shall govern.

NOT FOR BID

SPECIAL NOTICE

The Contract is funded in whole or in part with federal funds administered by the California Department of Transportation (Caltrans). As a result, please note the state and federal requirements identified in these Special Provisions and in the Contract (with attachments).

Attention is directed to the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program, Emerging Small Business Enterprise (ESBE) Program, and the disadvantaged business enterprises (DBE) requirements.

The San Bernardino County Flood Control District affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. This project and the resulting contract have a DBE goal of 13 Percent (13%) participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal, as detailed in Section 2-1.02, "Disadvantaged Business Enterprise" of the Special Provisions. The District may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

The resulting Contract requires the following number of apprentices: X.

The San Bernardino County Flood Control District is implementing contract requirements for submittal of the Data Universal Numbering System (D-U-N-S) Number form. Refer to section 3 of these Special Provisions.

A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, XXXXXXXX XX, 2023

To be held via video and teleconference via gotomeeting.com using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information. **All bidders and interested small businesses are encouraged to attend this meeting.**

This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory, but all bidders are encouraged to attend this meeting.

NOTICE: BIDDERS MUST OBTAIN BID DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT OR FROM THE SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.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 BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

Bids shall be prepared in accordance with these Special Provisions and the following:

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.

2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the District located at 825 East 3rd Street, Room 147, San Bernardino, California or at the following websites: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>.

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County Flood Control District in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a Contract. Each bid shall be accompanied by the bidder's security, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required herein. Bids shall be valid for **60 calendar days** after the bid opening date. The Contract shall be signed by the successful bidder and returned **within 10 working days** after the successful bidder has received the contract for execution, along with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of the Standard Specifications, "day" means **24 consecutive hours running from midnight to midnight; calendar day**.

The Plans and Special Provisions may be obtained at no cost by visiting <http://epro.sbcounty.gov/bso>

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **12:00 P.M. on FRIDAY, XXXXXXXX XX, 2023**.

ePRO: Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the San Bernardino County's Electronic Procurement Network (ePro) system. **THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE DISTRICT.**

EQUAL EMPLOYMENT OPPORTUNITY: During the term of the Agreement, the 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 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulation and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

This Contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

BONDS: The successful bidder will be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in a penal sum equal to one hundred percent of the Contract price. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by the District to ensure its performance under the Contract.

EMERGING SMALL BUSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Contracts Division at (909) 387-7920. The pre-bid meeting may include information about the ESBE Program.

CONFLICT OF INTEREST AND FORMER COUNTY OFFICIALS: Attention is directed to the Conflict of Interest and Former County Officials requirements in the special provisions.

REPORT BID RIGGING: The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9074. The service is available 24 hours, 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

PREVAILING WAGES: Pursuant to Section 1773 of the Labor Code, the general prevailing rates of wages in San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OFLD/PreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the District office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the **Federal Minimum Wages** included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of

the Special Provisions for the Project.

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

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(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, as defined 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.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall 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 nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours 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 Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable 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 revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties 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 indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his 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 (g) 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 provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract 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 hereafter 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 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.

(l) 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, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties 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.

(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.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the DIR as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

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, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) 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.

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.): On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed 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 are 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 sanctioned 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 District.

BUILD AMERICA, BUY AMERICA (BABA): This project is subject to the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act (IIJA). Build America, Buy America requires that all of the iron, steel, manufactured products, and construction material

used in infrastructure projects are produced in the United States. Requirements of BABA include:

1. All iron and steel used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
3. All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CARGO PREFERENCE ACT: This project is subject to the Cargo Preference Act requirements.

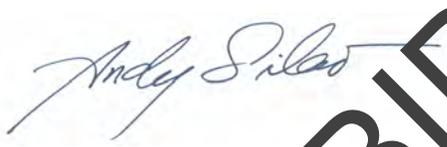
The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the resulting contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the resulting contract.

PAYMENT BY ELECTRONIC FUND TRANSFER: Contractor shall accept all payments from District 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 District required to process EFT payments.

The District shall award the Contract for the Project to the lowest responsive, responsible bidder as determined by the District on the base bid alone. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

BRENDON BIGGS, P.E., Chief Flood Control Engineer
San Bernardino Flood Control District

By: 
ANDY SILAO, P. E., Chief
Contracts Division

DATE: _____

NOT FOR BID

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
SPECIAL PROVISIONS FOR CONSTRUCTION ON**

**DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT PROJECT
From Existing Trapezoidal Concrete Channel to just North of the Confluence with the
Mojave River**

Federal-aid Project Federal No. CFDA Number 66.202

**LENGTH: 2,590 Feet
WORK ORDER: F01854
AREA: Town of Apple Valley
SYSTEM NO.: 4-201-1A**

ORGANIZATION

Special Provisions are under headings that correspond with the main-section headings of the Caltrans *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

NOT FOR BID

Holiday

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1 st
Birthday of Martin Luther King, Jr	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas day Eve	December 24 th
Christmas Day	December 25 th
New Year's Day Eve	December 31 st

If a holiday falls on a Sunday, the next weekday that is not a holiday will be taken as a holiday. If a holiday falls on a Saturday, the previous weekday that is not a holiday will be taken as a holiday.

informal-bid contract: Contract that has "Informal Bid Authorized by Public Contract Code section 22032(b)" on the cover of the Notice to Bidders and Special Provisions.

labor surcharge and equipment rental rates: Caltrans publication that lists labor surcharge and equipment rental rates.

liquidated damages: In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the Department pursuant to the indicated conditions.

minority: Same as defined in Public Contract Code section 2051(c).

offices of structure design (OSD): engineer

procurement: Acquisition of material, supplies, goods equipment, systems, construction, and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.

proposer: bidder

public works contract: Agreement to perform the work described in Public Contract Code section 22002.

purchase: Method of procurement which results in an order for materials, supplies, goods, equipment, systems, or services.

purchase order: Contract which is used to order supplies, equipment, goods, systems, or services.

purchasing agent: Director of the Purchasing Department.

Small Business Concern: Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.

state: The Department, as defined above.

subcontractor: Individual or business firm contracting to perform part or all of another's contract.

Delete Section 1-1.08

Delete Section 1-1.11

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the Department, as specified in the Contract.

NOT FOR BID

2 BIDDING

Replace Section 2-1.06A with:

2-1.06A General

The Proposal, which includes the Bid Item List, can be found in these Special Provisions and on the Electronic Procurement Network (<http://epro.sbcounty.gov>) as described further herein, and shall be used.

In accordance with Public Contract Code section 7106, a Noncollusion Declaration is included in the Proposal. All bidders must review, sign, and submit the Noncollusion Declaration with their bid. **Any bid that fails to include an executed Noncollusion Declaration shall be considered nonresponsive.**

The Proposal, including all required forms, must be signed by the bidder or an authorized representative of bidder. PROPOSALS THAT ARE NOT SIGNED MAY BE DEEMED NONRESPONSIVE AND REJECTED.

Replace Section 2-1.06B, "Supplemental Project Information," with:

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in these Special Provisions, through the Purchasing Department's e-procurement (ePro) system.

Add the following paragraphs to Section 2-1.12A, "General,":

The Department has established the following goal for the Disadvantaged Business Enterprise (DBE) participation for this project:

DBE GOAL: CFDA Number 66.202 Percent (13.0%)

This project is subject to Title 49, CFR Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the District requires the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with Federal Funds. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor, sub recipient, or subcontractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work, and should take all necessary and reasonable steps for this assurance. Additionally, the Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Bidders shall be fully informed in respect to the requirements of the DBE Program, and as such, the DBE Program requirements are incorporated herein by this reference. Attention is directed to 49 CFR 26, which is included in its entirety as an attachment to these Special Provisions (Yellow Pages). **Bidders are responsible for reviewing 49 CFR 26 in its entirety. Good faith effort submittals will be evaluated for adequacy based on the**

requirements stipulated in 49 CFR 26 and the guidelines listed in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), as well as what is stated in these Special Provisions. Attention is further directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company; **bidders should keep this in mind when considering whether or not to make work available to DBEs.**
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest;
- D. Count expenditures to a DBE prime or subcontractor towards DBE goals only if the DBE is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (c).
- E. Count expenditures to a DBE trucking company towards DBE goals only if the trucking company is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (d).
- F. Count expenditures to a DBE vendor of materials or supplies towards DBE goals only if the vendor meets the criteria listed in 49 CFR 26.55, paragraph (e).
- G. DBEs must be certified by the California Unified Certification Program (CUCP). The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification at 1-916-324-1700 for assistance.

Access the CUCP database from the Caltrans, Civil Rights, Business Enterprise Program web site at: <https://caltrans.dbesystem.com/>

- Click on the link titled [Search Directory of CUCP DBE Certified Firms](#)
- Click on the link titled [Search for Certified Firms](#)
- Searches can be performed using one or more criteria
- Follow instructions on the screen. It is recommended that you do the following: (1) You must select at least one certification type. (2) You can also search by a variety of other fields which are listed on the “*Certified Vendor Directory*”. (3) Select the *Search or Download Entire Directory*.

- H. If you do not have Internet access, please contact Caltrans Office of Civil Rights at 1-916-324-1700 and/or email address DBE.Certification@dot.ca.gov, 1823 14th Street, Sacramento, CA 95811.

DBE Commitment Submittal

Submit DBE information on the “Local Agency Bidder-DBE Commitment (Construction Contract), Exhibit 15-G” form (from Chapter 15 of the Caltrans Local Assistance Procedures

Manual) included in the Bid Proposal Package. If this form is not submitted with the bid, remove the form from the Bid proposal before submitting your bid.

If Exhibit 15-G is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit Exhibit 15-G to the District. Exhibit 15-G must be received by the District no later than **4:00 p.m. on the 5th calendar day after the bid opening.**

Other bidders are not required to submit Exhibit 15-G unless the District requests it. If the District requests you to submit Exhibit 15-G, you must submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with Exhibit 15-G. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the District encourages bidders to submit a copy of the joint venture agreement.

If you do not submit Exhibit 15-G within the specified time, the District finds your bid nonresponsive.

Good Faith Efforts Submittal:

If you have not met the DBE goal, you are required to complete and submit a good faith effort submittal, in accordance with 49 CFR 26, the attached Exhibit 15-H form ("DBE Information - Good Faith Efforts", from Chapter 15 of the Caltrans Local Assistance Procedures Manual) and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), with the bid showing that you made adequate good faith efforts to meet the goal. This documentation is included in the Bid Proposal Package. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the District no later than **4:00 p.m. on the 5th calendar day after bid opening.**

If Exhibit 15-G shows that you have met the DBE goal, or if you are required to submit Exhibit 15-G, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the District finds that the DBE goal has not been met. **ANY BIDDER THAT SUBMITS ONLY A COMPLETED EXHIBIT 15-G, WITHOUT ALSO SUBMITTING GOOD FAITH EFFORTS DOCUMENTATION WITHIN THE SPECIFIED TIME FRAME, WILL BE CONSIDERED TO BE NON-RESPONSIVE. This is regardless of whether or not Exhibit 15-G states that the DBE goal has been met.**

Good faith efforts documentation must include the following information, as listed in Exhibit 15-H, and supporting documentation, as necessary:

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

You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

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

Good faith effort submittals will be evaluated for adequacy based on what is listed above and the requirements stipulated in 49 CFR 26, as well as the guidance provided in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts. Both 49 CFR 26 and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts are included in the Yellow Pages attachment to these Special Provisions. **Failure to include supporting documentation of the good faith effort, in accordance with what is stated above, will result in a finding that the Good Faith Effort was not adequate. The District may consider the DBE commitments of the 2nd and 3rd low bidders when determining whether the apparent low bidder made adequate good faith efforts to meet the DBE goal.**

NON-RESPONSIVENESS OF BID OR PROPOSAL

WHEN APPLICABLE, BIDDERS FAILING TO MEET THE GOALS OR MAKE ADEQUATE GOOD FAITH EFFORTS WILL BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD. AFTER REVIEW OF THE FACTS RESULTING IN A RECOMMENDATION TO REJECT A BIDDER AS NON-RESPONSIVE PURSUANT TO THIS PROVISION, THE DEPARTMENT DBE PROGRAM COORDINATOR SHALL PROVIDE WRITTEN DETERMINATION OF BIDDER'S NON-RESPONSIVENESS. ANY PROTEST OR APPEAL REGARDING THIS DECISION SHALL BE MADE IN ACCORDANCE WITH THE SUBPARAGRAPH ENTITLED "ADMINISTRATIVE RECONSIDERATION" OF THIS SECTION.

FALSE CLAIMS OR REPRESENTATIONS

Bidders making misrepresentations, false claims, intentionally making an untrue statement or violating any policy or regulation of District DBE Program criteria, shall not be allowed to bid or make proposal on any future District contracts for a period of two (2) years and shall be taken off the District's bidder's list.

SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the Bidder's List of Subcontractors (Exhibit 12-B, from Chapter 12 of the Caltrans Local Assistance Procedures Manual) and Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) forms, unless you receive authorization for a substitution.

The District requests the Contractor to:

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

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. Date of payment and total amount paid to each business

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form CEM-2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual).

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a DBE Certification Status Change, Exhibit 17-O, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit it within 90 days of contract acceptance. The District will withhold \$10,000 until the form is submitted. The District releases the withheld amount upon submission of the completed form.

PERFORMANCE OF SUBCONTRACTORS / DBEs

DBEs must perform work or supply materials as listed in the "Local Agency Bidder-DBE Commitment (Construction Contract) form, Exhibit 15-G, included in the bid.

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

The District authorizes a request to use other forces or sources of materials if such request shows any of the following justifications:

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

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

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the District of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

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

DBE RECORDS AND CONTRACT AUDITS

All District contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that District has the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide District with any relevant information requested and shall permit District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor shall maintain records for a period of at least three (3) years after final payment under the contract.

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of

work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors", Form CEM 2402F, Exhibit 17-F, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Exhibit 17-F is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", Form CEM 2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual), provided to the Contractor by the District's Contract Manager.

ADMINISTRATIVE RECONSIDERATION

All protests regarding determination of non-responsiveness and/or bid rejections shall be first reviewed by the Department DBE Program Coordinator. If that individual affirms the determination and/or rejection, and the DBE Liaison Officer (Division Chief, Contracts Division), as well as the Reconsideration Official concurs with the determination and/or rejection, an appeal may be made to the District Board.

Within 10 days of being informed by District that the bid is not responsive because it has not sufficiently documented adequate good faith efforts in attempting to achieve the DBE goal, a bidder may request an administrative reconsideration. This request should be made in writing to the Reconsideration Official or.

Mr. Brendon Biggs, P.E., Chief Flood Control Engineer
San Bernardino County Flood Control District
825 E. Third Street Room 101
San Bernardino, CA 92415-0835
Telephone: (909) 387-7906

DBE CERTIFICATION

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in

writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" form, Form CEM 2403(F) (Exhibit 17-O, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), indicating the DBEs' existing certification status, shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Additional DBE Requirements:

Under 49 CFR 26.13(b):

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate.

Contractor shall:

- A. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the District shows a goal for DBEs.
- B. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.
- C. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that Contractor made adequate good faith efforts to meet this goal.

It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

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

Contractor receives credit towards the goal if Contractor employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

Replace the 7th paragraph of Section 2-1.12B(1) with:

All DBE participation will count toward Caltrans federally-mandated statewide overall DBE goal.

Delete section 2-1.15 with:

2-1.15 RESERVED

Replace section 2-1.18 with:

2-1.18 RESERVED

Replace section 2-1.27 with:

2-1.27 RESERVED

Replace section 2-1.31 with:

2-1.31 RESERVED

Replace section 2-1.33 with the following:

2-1.31 RESERVED

Replace section 2-1.33A with the following:

2-1.33A ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/>. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. **All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non-responsive.** A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project).

System-related issues in ePro shall be directed to the Purchasing Department at Jillian.Cole@pur.sbcounty.gov or at (909) 387-3373.

NOTE: If sending the bid or bid bond to the DISTRICT in a mail envelope (i.e., U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the Department's mail room then distributed to the DISTRICT. This can cause a delay in the receipt of bids. The District is not responsible for any delays caused by mail service to a different Department location. It is Bidder's responsibility to ensure bids and bid bonds are received at the San Bernardino County Flood Control District, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

Delete section 2-1.33B

Add section 2-1.33B(1)

2-1.33B(1) General

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Add section 2-1.33B(2)(a)

2-1.33B(2)(a) General

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

Replace section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

- All bids/proposals shall be presented either under sealed cover or submitted through the Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:
Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County Flood Control District.
- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security, in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions and shall be properly filled out and executed.

If the bid is submitted through the ePro, the bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security, in a separate sealed envelope labeled "Bid Bond" with "DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT PROJECT" and the name of the bidder clearly marked on the outside, to: San Bernardino County Flood Control District, 825 E. 3rd Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately sealed envelope shall be considered nonresponsive. Bidder's attention is directed to Section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL," of these Special Provisions for further details.

Replace Section 2-1.43 with:

2-1.43 BID OPENING

Bids (both paper and ePro) will be opened and read aloud publicly at the place and time set for the opening of bids in the Notice to Bidders or as revised in an Addendum. All bids submitted to the Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Department for all bidders to view.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

Replace Section 2-1.46 with:

2-1.46 DEPARTMENT'S DECISION ON BID

The decision by Board of Supervisors (or if informally bid, with the Chief Executive Officer) on the bid amount is final.

The Board of Supervisors (or if informally bid, with the Chief Executive Officer) may reject:

1. All Bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control or management with any other entity submitting a bid on the project.

Proposals may be rejected as non-responsive if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected as non-responsive if there are erasures or irregularities of any kind.

Bidders that fail to include an executed Noncollusion Declaration shall be considered nonresponsive.

Replace Section 2-1.47 with:

2-1.47 BID RELIEF

The Department may grant bid relief under Public Contract Code § 5100 et seq. Submit any request for bid relief to the Department.

3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.02B with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

Add the following paragraph to Section 3-1.03.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1 (shown in section 7-1.02K(2)), including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

Replace Section 3-1.04 with:

3-1.04 CONTRACT AWARD

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

Bid Protest: Any prime bidder submitting a bid directly to the Department for this Project may file a protest of the Department's proposed award of the Contract for this Project, provided that each and all of the following are complied with:

1. The bid protest is in writing and received physically by the San Bernardino County Flood Control District, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6th) business day following the bid opening.** Failure to timely submit a written protest shall constitute grounds for the Department's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the ability to protest. Untimely protests will not be accepted or considered.
2. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. Materials submitted after the bid protest deadline will not be considered. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. A copy of the protest and all supporting documents will be

provided to the protested bidder. The protested bidder may submit a written response to the protest within three business days. The response must include all supporting documentation. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest.

Replace section 3-1.05, "CONTRACT BONDS (Pub Cont Code §§ 10221 AND 10222)," with:

3-1.05 CONTRACT BONDS

Both the payment bond and the performance bond shall be in a sum equal to the total contract amount. The bond provider must be an admitted surety insurer (Code of Civil Procedure section 995.311) authorized to do business in the State of California.

Replace Section 3-1.07 with:

3-1.07 RESERVED

Replace Section 3-1.08 with:

3-1.08 RESERVED

Replace Section 3-1.11 with:

3-1.11 RESERVED

Replace Section 3-1.13 with:

3-1.13 RESERVED

Replace Section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and returned within **10 BUSINESS DAYS** after receiving those documents for execution.

Failure of the successful bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the Bidder's Security. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

Add the following to Section 3-1.20

3-1.20 CONFLICT OF INTEREST

The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the Department. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. Contractor shall make all reasonable efforts to ensure that no Department officer or employee, whose position in the Department enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Add Section 3-1.21

3-1.21 FORMER COUNTY OFFICIALS

The Contractor must provide information on former County of San Bernardino Administrative officials or District officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative

Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business.

This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed non-responsive.

Add Section 3-1.22

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES

3-1.22A General

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 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to in this section as Contractor) agrees as follows:

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or the United States Department of Transportation Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with litigation, with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Add Section 3-1.23.

3-1.23 REFERENCE CHECKS

Reference checks may be performed on the apparent low bidder, and if performed, the apparent low bidder shall be required to submit a list of references upon request.

Add Section 3-1.23.

3-1.23 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 Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) 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.

Add section 3-1.24, "RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22," which reads:

3-1.24 RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed 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 are 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 sanctioned 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 District.

Contractors are cautioned that making a false certification may subject the Contractor 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.

NOT FOR BID

4 SCOPE OF WORK

Add the following:

The Project consists of clearing and grubbing, grading, excavation, backfill; disposal of surplus dirt; removal of rock and concreted rock; removal of existing sewer lines, manholes and appurtenances; removal of existing chain link fences/gates; removal of corrugated steel pipe; grading, construction of concreted rock slope protection; grade stabilization structures; access road and ramps along with various ramps; construction of reinforced concrete box (RCB), head wall; wing wall and cutoff walls; installation of chain link fence/gates; installation of pipe gate; installation of cable railing and metal beam guard railing structures and other work appurtenant thereto.

Add to Section 4-1.06A, General

Supplemental Work - Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or Subgrade Stabilization (Force Account)- This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground utilities. Extra work addressed under the provisions of this section will be work as determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical utility conditions that differ materially from those indicated in the contract; or unknown utility physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8- 1.10, "Liquidated Damages" will be granted.

Prospective bidders shall include the Contract Amount printed in the proposal for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)" as their bid for this contract item.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in payments made for "**Supplemental Work (Unforeseen Differing Site Conditions Associated Subgrade Stabilization, utility conflicts, and/or repairs due to storm events)**" and no separate payment will be made therefore. The bid amount specified for "Supplemental Work at Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)" is to be considered as a conditional allowance for budgetary and bidding purposes only. Any payments shall be determined upon direction and approval of applicable force account work by the Engineer, in his or her sole discretion.

5 CONTROL OF WORK

Delete paragraph 9 of section 5-1.01

Replace paragraph 6 of section 5-1.09A with:

The Caltrans's Field Guide to Partnering on Caltrans Construction Projects is available to the project team as a reference. This guide provides structure, context, and clarity to the partnering process requirements. For the guide, go to the Caltrans's Division of Construction website.

Replace item 1 of paragraph 1 of section 5-1.09B with:

1. Select a partnering facilitator that offers the service of a monthly partnering-evaluation survey with a 5-point rating and agrees to follow the Caltrans's *Partnering Facilitator Standards and Expectations* available at the Caltrans's Division of Construction website

Replace paragraph 3 of section 5-1.09C with:

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Caltrans's *Field Guide to Partnering on Caltrans Construction Projects*.

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit your request in writing to the Department Engineer. The Department does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the Department accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Replace paragraph 6 of Section 5-1.13A the following paragraphs:

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, Equal Employment Opportunity Program, Conflict Of Interest, And Former County Officials" of these Special Provisions.

Each subcontract must comply with the Contract and any lower tier subcontract that may in turn be made must comply with the Contract, including but not limited to Section 7, "Legal Relations and Responsibility to the Public," of these Special Provisions. You are responsible for having any noncompliance corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Your failure to have each subcontract comply may result in termination of the Contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

Add the following after the first paragraph of Section 5-1.13B(1)

All Department contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that the Department has the right to review, obtain and copy all records pertaining to performance of the Contract. The Contractor agrees to provide the Department with any relevant information requested and shall permit the Department access to its premises upon reasonable notice for the purposes of interviewing employees and inspecting records. The Contractor shall maintain records for a period of at least three (3) years after final payment under the Contract.

Replace Section 5-1.13C with:

5-1.13C Reserved

Replace Section 5-1.13D with:

5-1.13D Reserved

Add the following paragraph to Section 5-1.20B (1)

Allow personnel from any regulatory agency to enter the project site and view related records to any PLAC at any time to verify compliance with PLACs.

The Contractor must comply with all requirements of documents contained in Brown pages of these Special Provisions which are applicable during construction.

The Contractor must obtain construction permit(s) as required for all work within the County of San Bernardino and Town of Apple Valley jurisdictions prior to the construction. The Contractor must submit a copy of insurance policy certificate and conform to the permit requirements in performance of work on this project.

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

Replace paragraph 4 in Section 5-1.23A with the following:

Each sheet of a submittal must include the Department's work order number.

Add to Section 5-1.26, Construction Surveys

The Department will provide surveying and construction staking required for the construction of this project as determined by the Engineer, or his authorized representative. The cost of any additional surveying and construction staking primarily for the convenience of the Contractor, not in conformance with usual and customary practices, and for replacement stakes lost as a result of the Contractor's operations will be the responsibility of the Contractor. The cost of said additional surveying shall be deducted from the Contractor's progress payments. The Contractor must make all requests for construction stakes in writing at least forty-eight (48) hours in advance of the day survey is required to commence.

Delete paragraphs 2 through 5 in Section 5-1.27E

Add to Section 5-1.32, Areas for Use

The Contractor will be responsible for locating and making all arrangements necessary to obtain and secure an adequate construction yard and/or staging area for his operations.

All operations of the Contractor (including storage of materials) upon District's right-of-way must be confined to areas authorized or approved by the Engineer, or his authorized representative, and when designated, by the applicable environmental archeological, or other project monitor. The Contractor must hold and save the County and District, its officers and agents, free and harmless from liability of any nature occasioned by his operations.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer, or his authorized representative, and must be built with labor and materials furnished by the Contractor without expense to the District. Such temporary buildings and utilities will remain the property of the Contractor and must be removed by the Contractor at Contractor's expense upon the completion of the work.

The Contractor must use only established roadways or construct and use such temporary roadways as may be authorized by the Engineer, or his authorized representative. Permits or written consent from other agencies may be required and will be the responsibility of the Contractor. Where materials are transported in the prosecution of the work, vehicles must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks, the Contractor must provide protection against damage. Any damaged roads, curbing, or sidewalks must be repaired by or replaced at the expense of the Contractor.

The Contractor must submit plans of such storage area to the Engineer, or his authorized representative, for review five (5) working days prior to starting construction of the storage area.

All construction yards and/or staging areas must be restored to their original conditions as directed by the Engineer, or his authorized representative, at no additional cost to the District.

Payment for all items covered in this section shall be included under "Bid Items" in the contract lump sum amount paid for "**Mobilization**" of these Special Provisions and no additional compensation will be allowed therefor.

Replace Reserved in Section 5-1.36C(2) with:

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire, or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) 1-800-227-2600

The following utility/municipal agencies have facilities within the limits of the subject project:

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
Victor Valley Wastewater Reclamation Authority	Darron Poulsen (General Manager) DPOULSEN@VWRA.COM	(760) 246-8638, Ext. 110
Town of Apple Valley	Richard Pedersen (Deputy Town Engineer) RPEDERSEN@APPLEVALLEY.ORG	(760) 204-7000, Ext. 7352
AT&T	Joseph Forkert (Layout Conduit Engineer) JOEF@FORKERTENGINEERING.COM	(714) 963-7964
Liberty Utilities	Mike Lent (Distribution Supervisor) Micheal.lent@libertyutilities.com	(760) 240-8317
Southwest Gas Co.	Anthony Porter (GIS Supervisor) Anthony.Porter@swgas.com	(760) 951-4165
Charter Communications	Mike Pagano (Construction Supervisor) Mike.pagano@charter.com	(951) 406-1690
Southern California Edison	Ryan Dean (Planning Specialist) Ryan.dean@sce.com	(760) 834-1375
Frontier	Jared Hawk (Local Manager, (OPC)) Jared.hawk@ftr.com	(909) 697-7761
City of Victorville	Sarah Mayne (Management Technician) Smayne@victorvilleca.com	(760) 955-5157
Victorville Water District	Shah Nawaz (Associate Engineer) snawaz@ci.victorville.cs.us	(760) 243-6353

The initial written utility notifications and preliminary plans were sent to utility agencies on April and May 2019 and contact has continued at various times since.

Protection of the following utility facilities will require coordination with the Contractor's operations:

UTILITY PROTECTION

Protection of the following utility facilities will require coordination with the contractor's operations:

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Southern California Edison	1- Reference SCE Design Drawing 1530184_0.01 2- Reference SCE Design Drawing 129568_0.01 3- Reference SCE Design Drawing 1530184_0.01	Protect In Place the Following: <ul style="list-style-type: none"> • Pole 4561325E (Pole #3) • Pole 4989761E (Pole #4) • 1 - Power pole (1756370E) • New Pole (4989760E) and Guy Wires
Victor Valley Water Reclamation Authority	Sewer line (15", 18" and 24" PVC) and its' appurtenances, manholes and sampling station located on the south of channel.	<ul style="list-style-type: none"> • Contractor to locate and protect in place. • Contractor to notify VVWRA tow (2) weeks prior to construction.

The Contractor must notify all above utility companies regarding construction schedule **two weeks** prior to start of work.

If necessary, Contractor shall provide 3-day window, per agency, during construction for any unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

The Contractor must notify **Underground Service Alert** at 1-800-442-4133, or 811, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

The Contractor must protect existing valve cans and manholes in place and raise those that are adjustable to finished grade during paving operations. The Contractor will be solely responsible for coordination of valve can adjustments with utility owners, at no additional cost to the Department. Where utility owners do not participated in such arrangements, and finished graund manhole adjustments with utility owners.

The Contractor will be responsible for protecting the utilities in place as called out on the plans, these Special Provisions, and as required by utility owners; including providing and designing systems of support for utilities located within the trench excavation and also the arrangements with utility owners for adjustment or relocation of utility facilities to match lines and grades of finished work. The methods for supporting utility poles, if needed, must conform to the

requirements of the owner for each utility affected. It is the responsibility of the Contractor to determine what these requirements are prior to submitting their bid on the project.

Surplus excavated material incidental to the protection of utilities must be disposed of **outside of the project right-of-way**.

The lump sum contract price paid for **“Locate and Protect Existing Utilities”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work required as specified in the Plans and these Special Provisions, and as determined by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor. Any damage to the existing utilities and appurtenances caused by the Contractor must be repaired or replaced in kind at the Contractor’s expenses.

Replace item 2 in the fourth paragraph of Section 5-1.43A with:

2. Bar to pursue the claim in a Court of Law.

Replace Section 5-1.43E, “Alternative Dispute Resolution,” with the following:

5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.

Claims between the District and the Contractor shall be resolved in accordance with Public Contract Code section 9204, as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated herein and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 9204(c)(1), a “claim” means the following:

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 damages 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 damages 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.

Replace Section 5-1.43F, “Reserved,” with the following:

5-1.43F Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST THE DEPARTMENT, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING DEPARTMENT:

**222 W. Hospitality Lane, 3rd Floor
San Bernardino, California 92415-0016**

A copy of the District's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at <https://www.sbcounty.gov/riskmanagement>.

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, County of San Bernardino, San Bernardino District and Contractor agrees to incorporate this provision into all subcontracts.

Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

NOT FOR BID

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following paragraphs to Section 7-1.02I(2)

Contractor must comply with section 7-1.02I (2), "Nondiscrimination" of the Standard Specifications, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein.

During the term of the Contract, the Contractor and its subcontractors 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 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the Contract.

Replace the 2nd paragraph of Section 7-1.02K (2) with:

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Contracts Division office (address identified above) and shall be made available to any interested party on request.

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the Federal Minimum Wages included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project. Attention is directed to the prevailing wage requirements in the Special Provisions. The contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar

classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

NOT FOR BID

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

- (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, as defined 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.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall 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 nonresponsive, provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours 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 Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable 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 revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties 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 indemnify or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner or his 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 (g) 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 provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract 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 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.
- (l) 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, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties 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.
- (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.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

Delete paragraphs 6 through 10 in Section 7-1.02K (3)

Add the following at the end of Section 7-1.02K(3)

Additionally, furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) pursuant to Labor Code section 1771.1 identified herein.

Add the following paragraph to section 7-1.02K (5)

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other costs incurred by the District (for example, District inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from the progress payments that are due the Contractor. The District's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

Delete Section 7-1.02K(6)(j)(ii)

Add the following to the 17th paragraph of Section 7-1.04

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. Furnish, erect, and maintain those fences, Type K temporary railing, barricades, lights, signs, and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

Replace the 22nd paragraph of Section 7-1.04 with:

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:
 - a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or
 - c. Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day.
3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract.
4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane.

Replace the 23rd paragraph of Section 7-1.04 with:

Where lanes are adjacent to the area where the work is being performed or equipment is operated, including shoulders, the adjacent lane must be closed under any of the following conditions unless otherwise provided in the Standard Specifications and these Special Provisions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Add the following to the 25th paragraph of Section 7-1.04:

Type K temporary railing must conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Type K temporary railing, conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The locations of Type K temporary railing shall be shown on Traffic Control Plans for review and approval by the Engineer. The Contractor must comply with the Traffic Control System section elsewhere in these Special Provisions.

Contractor may propose to the Engineer an alternative to the use of Type K temporary railing and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not release the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with section 7-1.05A "General" of these Special Provisions.

Temporary crash cushion modules must conform to the specifications in Section 12-3.15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications.

Add the following paragraph after the 26th paragraph of Section 7-1.04

Open trenches left open overnight must be protected by Type K temporary railing or other approved temporary traffic barrier as determined by the Engineer.

Replace Section 7-1.05A with:

7-1.05A General

For the purposes of this indemnification section, the term "Department" shall refer to both the San Bernardino County Flood Control District and the San Bernardino County.

To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by the Department) (even if the allegations are false, fraudulent, or groundless), and hold harmless the Department and its authorized officers, employees, agents and volunteers ("Indemnitees") from and against any and all claims (including claims against the Department seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the Department from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract,

the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The Department shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the Department. The Contractor's obligation to defend the Department shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the Department unless the Department agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

The Contractor shall insure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify, and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on the Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

Replace Section 7-1.06 with:

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the **County**, and the officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the District as well as any other entities named herein to vicarious liability but shall allow coverage for the District as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors, and subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District as well as any other entities named herein.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District or any other entities named herein.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the District or between the District and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the District Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and must have a minimum Best's Insurance Guide rating of "A-" and minimum Financial Size Category of "VII" according to A. M. Best Company, Inc., website <http://www.ambest.com/>.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly

reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If the Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with minimum combined single limits, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

The insurance shall cover liability, including, but not limited to, that arising from:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse, and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two million dollars (\$2,000,000) general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Course of Construction/Installation Property Insurance – A policy providing all risk, including theft coverage for all properties and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

Continuing Products/Completed Operations Liability Insurance – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

Subcontractor Insurance Requirements – The Contractor shall require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the District as well as any other entities named herein as additional insureds. The Contractor shall monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

Delete Section 7-1.07B.

Replace section 7-1.11C with:

7-1.11C Female and Minority Goals

See section 2-1.12 of these Special Provisions.

NOT FOR BID

8 PROSECUTION AND PROGRESS

Add to Section 8-1.01, General

Order of Work:

Order of Work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

1. **First Order of Work** - The Contractor shall install the Portable Changeable Message Signs (PCMS) at locations specified in these Special Provisions and/or as determined by the Engineer.
2. **Second Order of Work** - The Contractor shall request the District Surveyors's to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to Section 5-1.36D, "Survey Monuments," of the Standard Specifications.
3. **Third Order of Work** - The Contractor shall prepare a Quality Control Program (QCP) that outlines the quality control testing to complete the entire project in the field and at the plant. The QCP will be reviewed and approved by the Engineer. The QCP must conform with Section 5-1.01, "General," Section 19-5.03, "Construction," Section 39-2.01A, "General," District QCP, and other sections of the Caltrans 2018 Standard Specifications. The contract lump sum price paid for "**Quality Control Program**" shall include the furnishing of these plans, service equipment, and work.

Attention is directed to the following: Supplemental Work at Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization), Public Safety, Portable Changeable Message Signs, Traffic Control System, Earthwork, and Geotechnical Engineering Report found elsewhere in these Special Provisions.

Nothing in these Special Provisions shall relieve the Contractor of his responsibility to comply and conform with the requirements as stipulated in these Special Provisions.

Except Second Order, full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

Add to Section 8-1.02, Schedule

The Contractor must submit a practicable plan and progress schedule for pursuing the work, for approval by the Engineer within 20 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time. The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period. The schedule must show the order in which the Contractor proposes to carry out the work, implementation of construction protection/diversion and control of water, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features. The progress schedules submitted must be consistent in all respects with the time and order of work requirements of the contract. Subsequent to the time that submittal of a progress schedule is

required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The schedule must be updated and revised monthly, showing any changes made to the original schedule. The Contractor must furnish the Engineer with the revised schedule five (5) working days before the first of each month prepared.

The Contractor is required to schedule the work so that any storm or other water encountered may proceed without obstruction. The threat of substantial flood runoff in the project area is during the period from approximately October 15th to April 15th each year. The potential for severe flooding is reduced but not eliminated during the period from approximately April 15th to October 15th each year. The Contractor must base the order of work on the flood potential described in this section and in Section "Construction Protection, Diversion, and Control of Water" elsewhere in these Special Provisions.

The Contractor is responsible for protecting everything that is under construction and that has been constructed as part of this project from flooding and erosion. The Contractor's activities cannot damage any upstream or downstream property owners.

If the Contractor is unable to complete the work that he has begun, as stipulated within the approved plan, they must submit an alternative plan, proper implementation of which in the opinion of the Engineer will adequately protect the structural integrity of the work and public safety. This plan is subject to a 2-week review period by the Engineer. The Contractor must implement it within the specified calendar dates.

All construction and testing of the new facility must be completed within the number of working days as stipulated in Section 4 of these Special Provisions.

Replace Section 8-1.02C(3)(a) with:

Submit a description of your proposed schedule software for authorization.

Software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

Provide the Engineer access for two users to the authorized schedule software or cloud-based solution.

Any proposed schedule software must be capable of:

1. Generating a pdf output showing all project information
2. Comparing 2 schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties
3. Generating files that can be imported into www.smartsheet.com.

Replace Section 8-1.02D with:

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, furnishing, and updating CPM progress schedules and instructing and assisting the Engineer in interpretation and clarification of CPM submittals, including those required in relation to approved changes to the contract, as specified in the Standard Specifications and these Special Provisions shall be considered as included in the prices per lump sum paid for "Progress Schedule (Critical Path)" and no additional compensation will be allowed therefor.

Replace 1st paragraph of Section 8-1.03 with:

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

The following documents are due at the pre-construction conference, unless otherwise directed by the Engineer:

1. Baseline schedule,
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders,
3. Fire Safety Plan,
4. Notice to Residents in English and Spanish,
5. Notice of Materials to be Used,
6. Subcontracting Request,
7. Staging Area Plan,
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable,
9. Traffic Control Plan,
10. Proof of approved permits, if applicable,
11. List of personnel assigned to the project,
12. Emergency contact list,
13. List of Equipment to be Used, and
14. Any other information deemed necessary by the Engineer.

Failure to provide the required submittals within the time frame specified may subject the Contractor to being charged working days for each and every day after the submittal due date.

Replace 8-1.04A with:

8-1.04A General

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Engineer will issue a Notice to Proceed, after approval of the Contract. No job site activities are authorized prior to issuance of the Notice to Proceed with construction.

Replace 8-1.04B with:

8-1.04B Standard Start

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. Start jobsite activities **within 15 working days** after issuance of the Notice to Proceed with Construction. The first working day will be counted as the first day of job site activities or the 5th working day after the issuance of the Notice to Proceed with Construction, whichever occurs first.

The Department does not adjust time for starting before the First Working Day.

Diligently prosecute the work to completion before the expiration of the number of working days listed in the Notice to Bidders.

The Contractor shall diligently prosecute the work to completion before the expiration of

two hundred seventy (270) **WORKING DAYS**

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 work location, submit a separate notice for each location.

Replace 8-1.10A, "General," with:

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The Contractor shall pay the Department the sum of

thirteen thousand five hundred (13,500.00) PER DAY

for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

Replace the third and fourth paragraphs of 8-1.10A with:

The Contractor shall pay the Department the amount listed in the Notice To Bidders for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

NOT FOR BID

9 PAYMENT

Replace Section 9-1.02D with:

9-1.02D Reserved

Delete the 11th, 12th, 13th, and 14th paragraphs in Section 9-1.03

Replace the 16th paragraph in Section 9-1.03 with:

Pay subcontractors within 7 days of receipt of each progress payment under Business and Professions Code section 7108.5.

Replace Section 9-1.07 with:

9-1.07 RESERVED

Add the following paragraphs to Section 9-1.16A

The Contractor shall accept all payments from the Department 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 the District required to process EFT payments.

The provisions of Public Contract Code section 20104.50, cited immediately below, dealing with the modification, performance, and payment of public works contracts are incorporated herein.

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 later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied 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.

Replace the 5th item in following paragraph 1 of Section 9-1.16C with:

5. Stored within the Department and you submit evidence that the stored material is subject to the Department’s control.

Add the following paragraph to Section 9-1.16C

Payment for Materials on Hand, meeting the criteria in this section will be at the sole discretion of the Engineer.

Delete the 2nd paragraph in Section 9-1.16D(1)

Replace the third paragraph in Section 9-1.16E(1) with:

Withholds are not retentions under Public Contract Code § 7107 and do not accrue interest.

Replace Section 9-1.16F with:

The Department and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the Department will retain 5% of the payments made to Contractor and total retention proceeds withheld by the Department shall not exceed 5% of the contract price. However, this limitation does not apply to amounts retained by Department in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recordation of the Notice of Completion, at which time the Department will direct the District Auditor will be directed to release the withheld funds.

The Contractor may upon written request, and at its expense deposit substitute securities found in Government Code section 16430 as authorized by the Public Contract Code section 22300 in lieu of retention monies withheld to ensure performance.

Replace 9-1.17D(1) with:

After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and

shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate, or a written statement of claims as provided below.

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Department will pay the sum so found to be due. Such semifinal estimate and any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

For additional claims procedures and rights under the Public Contract Code, please see 5-1.43E, "Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6," of these Special Provisions.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Any claim for overhead type expenses or costs shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Department at its discretion.

Any costs or expenses incurred by the Department in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Department within the meaning of the California False Claims Act.

Replace Section 9-1.17D(2)(a) with

9-1.17D(2)(a) RESERVED

Replace the 6th paragraph in Section 9-1.17D(3) with

Failure to comply with the claim procedures is a bar to pursue the claim in a court of law.

Replace Section 9-1.22 with

9-1.22 CIVIL ACTION

See Section 5-1.43G, "Civil Action" of these Special Provisions.

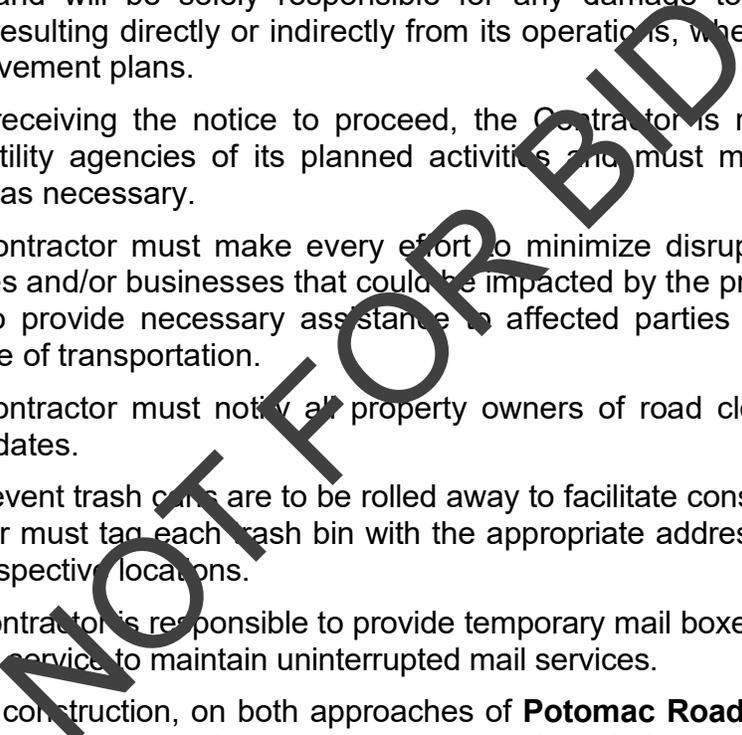
DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to Section 10-1.01, General

All work shall be done in substantial conformance to the improvement plans, the Standard Specifications of the State of California, Department of Transportation, the Standard Plans found in the Special Provisions and these Special Provisions.

1. The Contractor performing work on this project must familiarize themselves with the site and will be solely responsible for any damage to existing facilities or dwelling resulting directly or indirectly from its operations, whether or not shown on the improvement plans.
2. Upon receiving the notice to proceed, the Contractor is required to notify the various utility agencies of its planned activities and must maintain contacts with agencies as necessary.
3. The Contractor must make every effort to minimize disruption to traffic and to residences and/or businesses that could be impacted by the project. The Contractor must also provide necessary assistance to affected parties who need access to their mode of transportation.
4. The Contractor must notify all property owners of road closure conditions and status updates.
5. In the event trash cans are to be rolled away to facilitate construction activities, the Contractor must tag each trash bin with the appropriate address and return the bins to their respective locations.
6. The Contractor is responsible to provide temporary mail boxes and coordinate with the postal service to maintain uninterrupted mail services.
7. During construction, on both approaches of **Potomac Road**, the Contractor must install a Programmable Changeable Message Sign (PCMS) one (1) week, prior to construction and during construction to alert motorist of the upcoming work and detour.
8. During construction adjacent to public roads, the Contractor shall place temporary fencing (SBCFCD Special Drawing I & II Type CL-6) at the trench when construction activities are not in progress.
9. The Contractor must repair or replace any paving outside the areas shown on the plans for replacement or overlay which is damaged as a result of the Contractor's operations.
10. The Contractor must prepare and deliver notification door fliers to residents two weeks in advance of construction that impacts them. The notifications must include a description of the project and of impacts to the residents, and the dates of the impact. Impacts may include, but are not limited to, disruption of traffic, limitations on



vehicular access, interruption of utility services, arrangements for trash and mail service, and advisement of pedestrian access. The notifications must be submitted to the Engineer, or his authorized representative, for approval prior to being delivered.

There may be other requirements shown on the improvement Plans, the Standard Specifications, and these Special Provisions. It is the Contractor's responsibility to familiarize themselves with all of the requirements.

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

Add to Section 10-1.02E, Excavation

This work shall consist of furnishing, implementing, maintaining and removing protective measures for excavation(s) in excess of 5 feet that adequately provide protection from hazards of caving ground, conforming to the provision in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications; Section 6705 of the Labor Code; Section 832 of the Civil Code; Article 6, Subchapter 4, Chapter 4, Title 8 of the California Code Regulations; and these Special Provisions.

Unless otherwise certified in writing by a Geotechnical Engineer or a Registered Civil Engineer with geotechnical experience, soil type for the purposes of designing trench/excavation safety measures shall be considered to be classified in accordance with the attached Geotechnical Report. The Contractor is solely responsible for damages resulting from its failure to prevent collapse or failure of excavations under all load conditions encountered during construction.

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. Provisions in this section pertaining to "increases" shall not apply to increases in trench/excavation safety measures due to changes in the types of soil or other conditions upon which are based designs of such measures, except as provided in Section 4-1.05B, "Work-Character Changes."

Unless otherwise specified, Contractor must obtain, at no additional cost to the District, such licenses, permits, or approvals as may be required from adjacent property owners, and/or owners of easement rights overlying Contractor's work site(s), relating to trench/excavation safety and protection of said owner's property, equipment, or existing facilities from damage arising from caving ground in vicinity of Contractor's excavations(s).

The Contractor is fully responsible for designing, providing, installing, and maintaining adequate shoring systems as necessary and in accordance with "OSHA" requirements to prevent slides or cave-ins and to fully protect from damage all existing improvements of any kind, either on public or private property. The shoring plans must be signed and wet stamped by either a Civil Engineer with expertise in shoring design, or a Structural Engineer, both of whom must be licensed in the State of California. Shoring must be removed before the end of the project.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property as set forth in the "Trench and Excavation Safety/Temporary Shoring" section of these Special Provisions.

Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications requires submittal of an Excavation Safety Plan at least five (5) working days (or **four (4)** weeks for plans which required engineer stamps) before the Contractor intends to begin excavation. Plan must be

considered to be amended to comply with any conditions for necessary permits, licenses, or approvals that exceed said requirements, at no additional cost to the District. Trench/excavation safety measures for excavations greater than five (5) feet in depth with side slopes less than 1:1 must be designed and stamped by a California licensed professional Civil or Structural Engineer.

Entities from which licenses, permits, or approvals shall be obtained for this project are: State Department of Industrial Relations and/or Division of Occupational Safety.

Payments for meeting the requirements of this section will be based upon lump sum item price shown in the Contractor's bid. At the Engineer's, or his authorized representative's, sole discretion, linear measure of excavations, volume measure of excavations, or related working days will be used to determine progress and final payments when adequate methods addressed in the Contractor's Trench/Excavation Safety plan have been accomplished and maintained.

The contract lump sum price paid for "**Trench and Excavation Safety/Temporary Shoring**" shall be considered to include conforming to the requirements of this section and furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to investigate soil and other conditions and design, provide, install, maintain, and remove adequate sheet piling, shoring, bracing, lagging, cribbing, piling, shielding, benching and sloping, etc. [or any combination thereof] to maintain safe working conditions and adequate ventilation in and around any otherwise unsupported excavation five feet or greater in depth, necessary to construct the work in accordance with the plans, Standard Specifications, and these Special Provisions, and in accordance with the Contractor's selected methods of construction and no additional compensation will be allowed therefor.

Add to Section 10-1, Watering

The Contractor must provide, at their own expense, all necessary power required for all operations under this contract. In the event generators are required for power, they must be supplied by the Contractor. The Contractor must provide and maintain in good order such power equipment and installation so as to be adequate to perform all the required work in a safe and satisfactory manner.

Full compensation for developing a supply of water required for the work, including work paid for as extra work, and full compensation for providing power as necessary for the work, shall be considered as included in the lump sum price paid for "**Develop Water and Power Supply**," and no additional compensation will be allowed therefor. Monthly Progress Payments will be pro-rated over the life of the project on a ratio of the working days charged to the number of working days specified in the contract.

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-3.32A General

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers with advanced warning and up to date information on the traffic conditions during construction. The Contractor shall coordinate the placement of the PCMSs and the information shown on the boards with the Engineer.

The PCMS shall be installed as the second Order of Work and shall occur one (1) week(s) prior to the start of construction. The Contractor shall provide a minimum of number 2 message signs.

The Contractor's attention is directed to the Permits (Brown Pages) attached elsewhere in these Special Provisions.

The location of the PCMS shall be determined by the Contractor in accordance with the specifications herein for review and approval by the Engineer. The boards shall be maintained and relocated, if necessary, as determined by the Engineer during construction.

Location of the Temporary Traffic Controls, regulatory warning and guide signs have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the Department.

Due to public safety concerns, the PCMS shall not be allowed at the following locations:

- a) On the front, back, adjacent to or around any traffic control device, including traffic signs, traffic control device posts or structures, and
- b) At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include but are not limited to, stop or yield signs, and areas of limited sight distances.

PCMS shall be removed at the completion of the project.

Add to Section 12-3.32D Payment

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and removing the PCMS, is included in the contract unit price paid each for "**Portable Changeable Message Sign**," and no additional compensation will be allowed therefor.

Add to Section 12-4.02A General

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic and shall conform to the provisions in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

The Contractor shall submit a haul route plan to the Engineer for approval prior to construction. The Contractor shall revise the haul route plan as required, and shall comply with requirements of the haul route plan.

Traffic control shall include keeping the entrance to the job site from **Potomac Road**, after it is constructed, clean of debris, and construction equipment must obey traffic rules when entering or leaving the construction site.

Traffic control shall include keeping the entrance to the job site, clean of debris, and construction equipment must obey traffic rules when entering or leaving the construction site.

The Contractor shall coordinate with local residents and businesses to provide ingress and egress for properties adjacent to the project for the convenience of local residents and businesses in their personal and business operations. Convenient access for mail, other delivery services and trash services shall be included in the definition of "personal and business operations".

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work. The Contractor is responsible for notifying adjacent residents and businesses of the work schedule, either by verbal contact or door notices, including furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work and notifying the California Highway Patrol 24 hours prior to such posting to legally tow away interfering vehicles or objects.

The full width of the traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress.

Work that interferes with public traffic shall be performed only between 8:00 a.m. and 4:00 p.m.

If any component in the traffic control system is displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Where vehicular access to the adjacent property must be restricted, the work must be selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance (no more than 500 feet) from their homes and/or destination.

Any open excavations that are left during non-working periods must be additionally fenced and marked to prevent entrance by pedestrians.

All traffic controls and safety devices, equipment, and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, marking, and flagging equipment must be provided and maintained in a "like new" and properly operating condition.

Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas must be removed completely and promptly. All stockpile and/or storage areas must be kept in a safe, neat, clean, orderly fashion, and must be restored to equal or better than original condition upon completion of the work.

Should the Contractor be neglectful, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein, the District reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's expense, and will deduct the cost therefor from the

Contractor's progress and/or final payments. Such corrective action taken by the District shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the Department and its agents.

Add to Section 12-4.04D, Payment

Full compensation for conforming to the requirements in the Standard Specifications and these Special Provisions, including furnishing, erecting, maintaining all labor, materials (including all traffic control components and haul route plan), tools, equipment and incidentals and for doing all the work involved in placing, removing any additional construction area signs, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as determined by the Engineer, or his authorized representative, shall be considered as included in the lump sum contract price paid for "**Traffic Control System**" and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs, other traffic control and detour components, which the Contractor may deem necessary, shall be considered as included in the lump sum contract price paid for "**Traffic Control System**" and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item "**Traffic Control System**." Adjustments in compensation for traffic control components ordered by the Engineer, or his authorized representative, beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account Payment," of the Standard Specifications. No adjustment will be made for decreases.

NOT FOR BID

13 WATER POLLUTION CONTROL
Add to the end of section 13-3.01A

This project's risk level is 1.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a)

The following Regional Water Quality Control Board (RWQCB) will review the authorized SWPPP:

1. Lahontan

Add to Section 13-1.01C Submittals

This project shall conform to the modifications thereto. The Contractor must therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, and Federal, State and local regulations and requirements that govern the Contractor's operations and stormwater and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7, "Legal Relations and Responsibility to the Public," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The Contractor must comply with the requirements of the Permits and Manuals for those areas and must implement, inspect, and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the project area and District right of way, not specifically arranged and provided for by the District in the execution of this contract, will not be paid for without prior written approval.

STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS

The District has prepared a Draft Stormwater Pollution Prevention Plan (SWPPP) for the project. The Draft SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The Draft SWPPP is not to be considered a final and complete document. The Final Project SWPPP must be prepared by the Contractor's Qualified SWPPP Developer (QSD), additionally reviewed and approved by the District, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

One (1) editable (docx) digital copy of a Draft SWPPP, prepared by the Contractor, must be submitted to the Engineer, or his authorized representative, for review and acceptance 15 business days prior to the start of construction activities. Upon approval by the Engineer, three (3) final signed hardcopies and one (1) editable (unlocked pdf) digital copy of the Final SWPPP must be submitted to the Engineer. No work having potential to cause water pollution must be performed until the SWPPP has been approved by the Engineer, or his authorized representative. The Contractor must keep one (1) hard copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP must be made available upon request by a representative of the LRWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer, or his authorized representative. The Contractor must notify the Engineer, or his authorized representative, immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to

the water pollution control work. The Contractor must immediately send copies of all correspondence, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer, or his authorized representative.

STORMWATER POLLUTION PREVENTION PLAN IMPLEMENTATION - INSPECTION, MAINTENANCE & REPAIR, RAIN EVENT ACTION PLAN (REAP), MONITORING AND REPORTING

Stormwater Pollution Prevention Plan Implementation, further defined as Inspection, Maintenance & Repair, Rain Event Action Plan (REAP), Monitoring, and Reporting shall conform to all of the requirements of Attachment "Risk Level 1 Requirements," included in the Permits and Agreements Section (Brown Pages) of these Special Provisions. The Contractor's failure to strictly conform to these requirements will be subject to the Payment and Penalties specifications of this section in addition, to the Engineer, or his authorized representative may order suspension of construction operations as noted below.

For Risk Level 2 and 3, the Contractor must notify the Engineer, or his authorized representative of a likely rain event that is defined as a forecast of 50% or greater probability of precipitation in the project area and submit to the Engineer, or his authorized representative, the REAP three (3) business days prior to such event. The REAP form to be used for a rain event is included in the Permits and Agreements section (Brown Pages) of these special provisions.

For Risk Level 2 and 3, the Contractor must comply with General Construction Permit for sampling and testing procedure. In the event that any effluent sample exceeds an applicable numeric action level (NAL), Risk Level 2 dischargers must electronically submit all storm event sampling results to the Engineer, or his authorized representative, no later than eight (8) days after the conclusion of the storm event. All Risk Level 3 dischargers must electronically submit all storm event sampling results to the Engineer or his authorized representative no later than four (4) days after the conclusion of the storm event.

Unless otherwise specified, upon approval of the SWPPP, the Contractor will be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, repairing, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, or his authorized representative, the Contractor's responsibility for SWPPP implementation must continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer, or his authorized representative, identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency must be corrected immediately unless requested by the Contractor and approved by the Engineer, or his authorized representative, in writing, but must be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this Section, "Water Pollution Control." If the Contractor fails to conform to the provisions of this Section, "Water Pollution Control," the Engineer, or his authorized representative, may order the suspension of construction operations until the project complies with the requirements of this section.

WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor must include a completed Water Pollution BMP budget (sample shown below) with the Contractor's submittal of the Final SWPPP to the Engineer, or his authorized representative. The Water Pollution BMP budget must itemize the BMPs for water pollution control work. The Water Pollution BMP budget must provide a cost breakdown of the contract lump sum for the water pollution control work based on BMP quantity, unit cost and total amount.

The sum of the amounts for the items of work listed in the Water Pollution BMP budget must be equal to the contract lump sum (L.S.) price bid for **“Stormwater Pollution Prevention Plan Implementation.”**

The Contractor is responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of **“Stormwater Pollution Prevention Plan Implementation”** will not be made until the Water Pollution BMP budget is approved by the Engineer, or his authorized representative. Overhead and profit must be included in the individual line items listed in the Water Pollution BMP budget.

Line-item quantities indicated in the Water Pollution BMP budget in this section shall be considered to be project-specific minimums. Additionally, line items indicated without quantities in the Water Pollution BMP budget must be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the California BMP Handbook for Construction. All the BMPs listed in the Water Pollution BMP budget can be referenced in the California BMP Handbook for Construction.

WATER POLLUTION BMP BUDGET (SAMPLE)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
ESA	ESA Fence	LF			
EC-4	Hydroseeding	SY			
EC-5	Soil binders	SY			
EC-6	Straw mulch	SY			
EC-7	Geotextile	SY			
EC-8	Wood mulching	SY			
EC-9	Earth dikes/swales	LF			
EC-10	Outlet protection	EA			
EC-11	Slope drains	EA			
EC-12	Streambank stabilization	LS			
SE-1	Silt fence	LF			
SE-2	Sediment basin	EA			
SE-3	Sediment trap	EA			
SE-4	Check dam	EA			
SE-5	Fiber rolls	LF			

SE-6	Gravel bag berm	LF			
SE-7	Street sweeping	LS			
SE-8	Sandbag barrier	LF			
SE-9	Strawbale barrier	LF			
SE-10	Inlet Protection	EA			
WE-1	Wind erosion	LS			
TC-1	Stabilized construction entrance/exit	EA			
TC-2	Stabilized construction roadway	EA			
TC-3	Entrance/outlet tire wash	EA			
NS-1	Water conservation practices	LS			
NS-2	Dewatering Operations	EA			
NS-3	Paving and grinding operations	LS			
NS-4	Temporary Stream crossing	EA			
NS-5	Clear water diversion	EA			
NS-6	Illicit Connection – Illegal Discharge Connection	LS			
NS-7	Potable water	LS			
NS-8	Vehicle equipment cleaning	LS			
NS-9	Vehicle equipment fueling	LS			
NS-10	Vehicle and equipment maintenance	LS			
NS-11	Pile driving operations	LS			
NS-12	Concrete curing	LS			
NS-13	Material and Equipment use over water	LS			
NS-14	Concrete finishing	LS			
NS-15	Structure demolition	LS			
WM-1	Material delivery and storage	LS			
WM-2	Material use	LS			
WM-3	Stockpile management	LS			
WM-4	Spill prevention and control	LS			
WM-5	Solid waste management	LS			
WM-6	Haz. Waste management	LS			
WM-7	Contaminated soil management	LS			

WM-8	Concrete waste management	LS			
WM-9	Sanitary/septic waste mgmt.	LS			
WM-10	Liquid waste management	LS			

TOTAL: _____

No adjustment in compensation will be made to the contract lump sum price paid for Stormwater Pollution Prevention Plan Implementation due to differences between the quantities shown in the approved BMP budget and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The quantities mentioned above are minimums; therefore, the Contractor must increase these quantities, if deemed necessary during construction, and without additional cost to the District.

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer, or his authorized representative. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved BMP budget, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor is responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices specified in the SWPPP and the BMP budget including temporary material stockpile areas.

It will be the Contractor's responsibility to update the SWPPP during construction. All inspection reports, implemented BMP modifications and repairs, weather reports and other pertinent data must be documented and incorporated into the SWPPP. Upon completion of the project a copy of the updated plan must be transmitted to the Engineer.

Replace Section 13-3.04 Payment with:

PAYMENTS AND PENALTIES

The contract lump sum price paid for "**Prepare Final Storm Water Pollution Prevention Plan**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental for doing all the work involved in developing, revising, obtaining approval of, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, or his authorized representative.

Attention is directed to Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.

- B. After acceptance of the contract in conformance with the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and upon receipt of the final updated plan, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications.

The contract price lump sum paid for "**Prepare Final Storm Water Pollution Prevention Plan Implementation**" shall include full compensation for furnishing labor, materials, tools, equipment, and incidentals for doing all the work involved in implementation of the plan including installing, constructing, maintaining, inspection, reporting and removing and disposing of water pollution control systems, works involved in Job Site Management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer, or his authorized representative. Monthly progress payments will be based on percentage of working days.

No progress payment shall be made for "**Prepare Final Storm Water Pollution Prevention Plan Implementation**" should the Contractor fail to implement BMP's and/or SWPPP requirements (inspection, maintenance & repair, REAP, monitoring, and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event. The Engineer shall take deductions in the amount of one-thousand dollars (\$1,000) on a monthly basis for each failure to submit required documents and/or failure to maintain BMPs (i.e. weekly inspection reports, amendments, training logs, street sweeping, maintaining rumble plates, etc.). Taking a deduction does not relieve the Contractor from his responsibility for submitting said documents or completing said maintenance.

Contractor agrees that the San Bernardino County Flood Control District acceptance of the Final SWPPP does not relieve the Contractor of his/her obligations under Section 5-1.03A, "Indemnification," and Section 5-1.03B, "Insurance," of the Special Provisions. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State, and local laws, regulations, and requirements.

In accordance with Section 7, "Legal Relations and Responsibility to the Public" of the Standard Specifications, the Contractor is solely responsible for penalties assessed or levied on the Contractor or the District as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals and Federal, State, and local regulations and requirements as set forth, therein. Penalties as used in this section will include fines, penalties, and damages, whether proposed, assessed, or levied against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct the violations.

RETENTION OF FUNDS

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract.

Notwithstanding any other remedies authorized by law, the District may retain money due the Contractor under the contract, in an amount determined by the District, up to and including the entire amount of Penalties proposed, assessed or levied as result of the Contractor's violation of the Permits and the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the District until final disposition has been made as to the Penalties. The

Contractor will remain liable for the full amount of Penalties until such time as they are resolved with the entity seeking the Penalties.

In addition, when a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State, or local requirements, the District may retain money due to the Contractor, subject to the following:

- A. The amounts retained, due to the Contractor's failure to conform to the provisions in this section, "Water Pollution Control," will be released for payment on the next monthly estimate for partial payment following the implementation and maintenance of corrections and when water pollution has been adequately controlled, as determined by the Engineer, or his authorized representative.
- B. During the period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the District may retain an amount equal to 25 percent of the estimated value for the contract work performed.

Replace Section 13-4.01A with:

Section 13-4 includes specifications for performing job site management work.

Job site management work includes spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities, and all other work associated with and required to maintain a clean, secure and safe work site. Should any site deficiencies be noted, the Engineer may order immediate remedy of noted deficiencies. Work may be ordered to be stopped until such remedies are affected.

Temporary linear sediment barriers must comply with section 13-10.

Replace Section 13-4.04 Payment with:

The compensation for Job Site Management shall be included in for "**Stormwater Pollution Prevention Plan Implementation**" and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer, or his authorized representative.

Add to Section 13-12 Temporary Creek Diversion System

CONSTRUCTION PROTECTION, DIVERSION AND CONTROL OF WATER

This work shall consist of devising, installing, maintaining, and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and any flows carrying deleterious matter, as well as protection of public and private property. Such work shall be in accordance with provisions in Sections 13, "Water Pollution Control," "Contractor's Responsibility for the Work and Material," and "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications, and these Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until the acceptance of the contract, the Contractor shall have the charge and care of the work and of the materials to be used therein (including materials for which the Contractor has received partial payment as provided in Section 9-1.16, "Progress Payments," or materials which have been furnished by the District) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in Sections 7-1.03, "Public Convenience," and 5-1.37, "Maintenance and Protection" and 5-1.38, "Maintenance and Protection Relief." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in "Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-

2.03F, "Slides and Slipouts," and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the District or which have been furnished by the District. Storage by the Contractor shall be on behalf of the District and the District shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE

Attention is directed to "Contractor's Responsibility for the Work and Materials." In the event damage to the work is caused by a storm, flood, tsunami, earthquake, or other natural disaster which constitutes an "Occurrence," as hereinafter defined, the provisions in this Section shall be applicable, and the Contractor may apply in writing to the Engineer for the District to pay or participate in the cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole discretion of the Department, terminate the contract and relieve the Contractor of further obligation to perform the work, subject to the following:

- A. Occurrence — "Occurrence" shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Engineer, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.
- B. Application by the Contractor — The Contractor's written request for the District to pay or to participate in the cost of rebuilding, repairing, restoring or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Engineer before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.
- C. Protecting the Work from Damage — Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Engineer determines was due to the failure of the Contractor to comply with the requirements of the Plans and Specifications, take reasonable and adequate measures to protect the work or exercise sound engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.
- D. Repair Work— Repair of damaged work under the provisions of this section shall be pursuant to a contract change order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work which the Engineer determines would have been part of the repair work if it had not previously been

performed, will be considered to be part of the repair work.

The Department reserves the right to make changes in the plans and specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Engineer's estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools, and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.05 "Indemnification" and 7-1.06 "Insurance." The provisions of this section shall not be applicable to the repair of damage caused by an Occurrence to any portion of the work as to which the Contractor has been granted relief from maintenance and responsibility pursuant to Section 5-1.37, "Maintenance and Protection," or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.03F, "Slides and Slipouts."

- E. Determination of Costs— Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section will be determined in conformance with the provisions in Section 9-1.04, "Forfe Account Payment," except there shall be no markup allowance pursuant to Section 9-1.04A, "General," unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.
- F. Payment for Repair Work— When the Occurrence that caused the damage was a tsunami or earthquake, the District will pay the cost of repair determined as provided in Subsection E, that exceeds 5 percent of the amount of the Contractor's bid for bid comparison purposes.

When the Occurrence that caused the damage was a storm, flood or other natural disaster, the District will participate in the cost of the repair determined as provided in Subsection E in accordance with the following:

1. On projects for which the amount of the Contractor's bid for bid comparison purposes is \$2,000,000 or less, the District will pay 90 percent of the cost of repair that exceeds 5 percent of the amount of the Contractor's bid for bid comparison purposes.
 2. On projects for which the Contractor's bid for bid comparison purposes is greater than \$2,000,000, the District will pay 90 percent of the cost of repair that exceeds \$100,000.
- G. Termination of Contract — If the Department elects to terminate the contract, the termination, and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.14, "Contract Termination."

It is anticipated that storm, surface, ground, or other waters will be encountered at various times and locations during construction. Increased risk of storm runoff must be anticipated during any period between **October 15th** and **April 15th** of the following year and during late summer in the desert. Such waters may interfere with the Contractor's operations and may cause damage to adjacent or downstream private and/or public property by flooding or erosion if not properly controlled. In submitting a bid, the Contractor acknowledges such risks and assumes all responsibility therefore, except as otherwise provided in **DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE** in these Special Provisions.

The Contractor assumes full liability for damages to public and private property adjacent to and downstream of the project site resulting from failure to control, contain, or divert storm water, ground water, or other water flows entering the project site from any source, or arising from damage to water carrying facilities within the project site during construction.

Construction site(s) must be de-watered as necessary to protect the work. Sub-grades, regardless of constituent materials must be kept drained and free of water throughout the working period.

It will be the Contractor's responsibility to dewater the channel and any groundwater encountered during construction. Prior to start of work the Contractor must submit a plan showing proposed method of dewatering, construction protection, diversion, and control of water to the Engineer for District approval. Approval of the plan by the Engineer shall in no way transfer responsibility or liability for dewatering to the Engineer and/or Flood Control District. Any temporary grading authorized as part of the plan must be returned to its pre-project existing condition at completion of the project as directed by the Engineer.

The Contractor, after initial dewatering, must continue to take protective measures to protect the project area from all storm flows, existing surface flows, groundwater, mud, and other deleterious matter. Dewatering facilities must be maintained until all flows can be handled by the new drainage facilities.

Attention is directed to the requirements in these Special Provisions for Stormwater Pollution Prevention Plan (SWPPP). Incorporated in the erosion control plans thereunder shall be a scheme of operations and all methods proposed for dewatering and/or protection against potential damage to the work within the project limits. Said erosion control plans will be the basis for inspection of protective measures by the Engineer, or his authorized representative, and must be amended by, or under the direction of, the professional engineer who finalized and signed the plans to reflect actual construction practices or changes of conditions at the work site(s). Except as otherwise allowed in this section, the Contractor will bear full responsibility for the adequacy and effectiveness of protective measures.

Erosion control plans must be coordinated with the SWPPP required under this contract, and payment for revision, submittal, implementation, and amendment of the erosion control plans shall be considered as included in the lump sum contract prices paid for "**Prepare Storm Water Pollution Prevention Plan.**"

Full compensation for furnishing all labor, equipment, materials, tools and incidentals and for doing all work necessary to devising, installing, maintaining and removing measures necessary to protect the project against the intrusion of water, including but not limited to, storm water, ground water, mud, and other deleterious matter, and for extra work costs for clean-up, repair, restoration, or replacement of damaged work up to stated limits shall be considered as included in the contract lump sum price paid for "**Construction Protection, Diversion and Control of Water/Dewatering,**" and no separate payment will be made therefor.

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01 General

The Contractor shall adhere to, abide by, implement, monitor, test, report, and correct all work in relation to and required by the permit conditions and mitigation requirements (Brown Pages), including those requirements per law, regulation, code or other legal or regulatory requirements, those included in these specifications and appendices, and as directed by the Engineer, or his authorized representative.

Full compensation for furnishing all labor, equipment, materials, tools, and incidentals and for doing all work necessary to comply with these requirements shall be considered as included in the contract lump sum price paid for “**Environmental Mitigation**” and no separate payment will be made therefor.

Environmental Mitigation Measures must comply with Sections **5-1.203 “Permits, Licenses, Agreements, and Certifications”**, and **5-1.36 “Property and Facility Preservation”** of the Standard Specifications and all project regulatory permits (Brown Pages) attached elsewhere in these Special Provisions.

The following conditions, which pertain to construction activities, have been extracted from the environmental State permits for the project and listed here for a clear definition of the Contractor’s responsibilities for compliance.

A. Prior to Construction, Start and During Construction:

Indirect Impacts to Special-Status Species Best Management Practices shall be implemented to minimize indirect impacts to special-status species.

1. **Minimize Construction Impacts.** The construction limits shall be flagged prior to ground-disturbance activities and all construction activities, including equipment staging and maintenance, shall be conducted within the flagged disturbance limits.
2. **Avoid Toxic Substances on Road Surfaces.** Soil bonding and weighting agents used on unpaved surfaces shall be non-toxic to wildlife and plants.
3. **Avoid Wildlife Entrapment:** a. Backfill trenches. At the end of each workday, check that all potential wildlife pitfalls (trenches, bores, and other excavations) have been backfilled, covered, or sloped to allow wildlife egress. Should wildlife become trapped, a qualified biologist shall remove and relocate it. b. Avoid entrapment of nesting or migratory birds. All pipes or other construction materials or supplies will be covered or capped in storage or laydown areas at the end of each workday. No pipes or tubing of sizes or inside diameters ranging from 1 to 10 inches will be left open either temporarily or permanently.
4. **Minimize Spills of Hazardous Materials.** All vehicles and equipment shall be maintained in proper condition to minimize the potential for fugitive emissions of motor oil, antifreeze, hydraulic fluid, grease, or other hazardous materials. Hazardous spills shall be immediately cleaned up, and the contaminated soil shall be properly handled or disposed of at a licensed facility. Servicing of construction equipment shall take place only at a designated staging area.

5. **Worker Guidelines.** All trash and food-related waste shall be placed in self-closing containers and removed regularly from the site to prevent overflow. Workers shall not feed wildlife or bring pets to the project site.
6. **Invasive Weeds.** The spread of invasive weeds shall be minimized through removal of non-native weed species and remedial measures as determined during routine monitoring.
7. **Dust Minimization.** The spread of dust shall be minimized through periodic watering of actively disturbed soils or previously disturbed soils.

Avoidance, Minimization, and Mitigation for Jurisdictional Waters

The appropriate permits were obtained from the regulatory agencies, including a CWA Section 404 permit from the ACOE (not required), a Water Quality Certification from the RWQCB, and a Streambed Alteration Agreement from the CDFW. All mitigation measures and conditions contained within the permits shall be implemented. At a minimum, the following shall be completed for mitigation for impacts to waters of the United States and jurisdictional streambed:

1. **Compensation for Permanent Impacts:** Permanent impacts to waters of the United States and jurisdictional streambed shall be offset by compensation at a minimum 1:1 ratio, or as otherwise required by the respective permits. Permanent impacts to ACOE/RWQCB wetland and CDFW riparian vegetation will be offset by compensation at a 2:1 ratio, or as otherwise required by the respective permits. CDFW riparian vegetation is made up of red willow thickets, a sensitive plant community, and therefore this mitigation ratio will also compensate for impacts to sensitive plant communities.
2. **Temporary Impacts:** All areas temporarily impacted shall be restored to native grade and contour.

Best Management Practices. Avoided jurisdictional waters shall be fenced or flagged as an Environmentally Sensitive Area (ESA). Best management practices shall be implemented to avoid indirect impacts to jurisdictional waters, including:

- a. Vehicles and equipment will not be operated in ponded or flowing water except as described in the permit.
- b. Water containing mud, silt, or other pollutants from grading or other activities will not be allowed to enter jurisdictional waters or be placed in locations that may be subjected to high storm flows.
- c. Spoil sites will not be located within 30 feet from the boundaries of jurisdictional waters or in locations that may be subject to high storm flows, where spoils might be washed back into drainages.
- d. Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil, or other petroleum products, or any other substances that could be hazardous to vegetation or wildlife resources, resulting from project related activities, will be prevented from contaminating the soil and/or entering avoided jurisdictional waters. No equipment maintenance will occur within 150 feet of jurisdictional waters, and no petroleum products or other pollutants from the equipment will be allowed to enter these areas or enter any off-site state jurisdictional waters under any flow.

A hazardous substance management, handling, storage, disposal, and emergency response plan shall be prepared and implemented, and hazardous materials spill kits shall be maintained on site for small spills.

B. During Construction:

Entrapment Prevention. The Contractor shall not place rock slope protection, concrete, or asphalt over burrow or crevice entrances in a manner that will entomb wildlife.

Hours of Operation and Lighting. The Contractor's construction activities shall take place during daylight hours only. No night work or lights are authorized. Work is allowed after sunrise and must stop prior to sunset.

Firearms and Dogs. The Contractor shall prohibit domestic dogs (except service dogs) from work areas and site access routes, and will also prohibit firearms, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials.

Dust Control. The Contractor shall implement dust control measures during Project Activities to facilitate visibility for monitoring for terrestrial wildlife and special-status species by the Designated Biologist. The Contractor shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.

Best Management Practices. The Contractor shall actively implement Best Management Practices (BMPs) to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired, if necessary, to ensure maximum control of erosion, sediment, and pollution. The Contractor shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be certified free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weaves, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

Pollution and Litter. The Contractor shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance. Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

Removal of Debris and Refuse. The Contractor shall remove and properly dispose all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes. The Contractor shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming terrestrial wildlife possibly using the debris as shelter and will allow them to escape.

Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be

prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by the Contractor or any party working under contract or with the permission of the Contractor, shall be removed immediately.

Hazardous Materials. No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into a stream. When daily operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

Toxic Materials. Soil bonding and weighting agents used on unpaved surfaces shall be nontoxic to wildlife and plants. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream, or its tributaries shall be contained in watertight containers or removed from the Project site.

Operating Equipment and Vehicle Leaks. All equipment or vehicles driven and/or operated within or adjacent to a stream shall be checked daily and maintained as needed to prevent deleterious material leaks.

Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

Minimize Equipment Operation and Parking Near/Within Stream. Only equipment necessary for performing Project Activities shall be present within the stream. Vehicles may not be parked overnight within the stream; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.

Decontamination Sites. The Contractor shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

Spill Cleanup. The Contractor shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Contractor of any spills and shall be consulted regarding cleanup procedures. The Contractor shall have all spill clean-up equipment on site during construction.

Trash Abatement. The Contractor shall ensure that trash and food items are contained in animal-proof, self-closing, sealable receptacles with lids that latch. The Contractor shall ensure all trash receptacles are regularly inspected, emptied, and removed from the Project Area a minimum of once a week to prevent spillage, maintain sanitary conditions, and avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.

Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.

Rock Slope Protection. Un-grouted and grouted rock slope protection and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. Un-grouted rock slope protection slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability. Larger rocks shall be

placed in the footing trench. Rocks shall be placed with their longitudinal axis normal to the embankment face and arranged so that each rock above the foundation course has a three-point bearing on the underlying rocks. Foundation course is the course placed on the slope in contact with the ground surface. Bearing on smaller rocks which may be used for chinking voids is not acceptable. Placing of rocks by dumping is not permitted. Local surface irregularities of the slope protection shall not vary from the planned slope by more than one foot measured at right angles to the slope. The bank stabilization material shall extend above the normal high-water mark. The materials used for bank stabilization shall be clean and free of trash and debris.

Back-fill Upper Two-thirds of Riprap with Topsoil. If needed within jurisdictional areas, the Contractor shall back-fill the upper two-thirds of the stream bank areas receiving rock slope protection (riprap) with topsoil. The topsoil fill should be placed to fill the voids in the rock slope protection and provide a substrate for revegetation efforts. The soil shall be compacted to the extent possible to achieve filling of the voids and stabilize the fill. To the extent practical, soil should be worked into the interstitial spaces among rock (fill the voids).

Rock for Erosion Control from Channel. If needed within jurisdictional areas rock for erosion protection shall not be removed from the channel without prior approval from CDFW.

Stream Materials. Rock, gravel, and/or other material shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.

Invasive Species. The Contractor shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php>.

Work Period in Dry Weather Only. Work within the stream shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather.

The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process to the owner shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.

Electrically powered equipment shall be used instead of pneumatic or internal combustion powered equipment, where feasible. Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise sensitive receptors. Construction site and access road speed limits shall be established and enforced during the construction period. Construction operations shall not occur between 7:00 p.m. and 7:00 a.m. Monday through Friday, or at any time on weekends or on federal holidays. The hours of construction, including noisy maintenance activities and all spoils

and material transport, shall be restricted to the periods and days permitted by the local noise or other applicable ordinance.

Documentation at Project Site. The Contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request. The California Environmental Quality Act (CEQA) documents shall be readily available at the San Bernardino County Flood Control District office and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

Providing Agreement to Persons at Project Site. The Contractor shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Contractor, including but not limited to contractors, subcontractors, inspectors, and monitors.

Project Site Entry. The Contractor agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. CDFW shall coordinate with the Contractor on regular inspections and, at a minimum, provide the Contractor 24-hour notice of any unscheduled site visit, unless immediate entry to address a potential violation is required.

Threatened and/or Endangered Species. If CDFW determines that any threatened or endangered species, or species of special concern, shall be impacted by the work proposed, work at that location shall stop, and the habitat or nest site in question shall be avoided. The Contractor shall contact CDFW's Inland Deserts.

Region to obtain information on applying for the state take permit for state-listed species, if any potential for take exists as a result of the Contractor's Project-related activities. The Contractor may need to obtain the appropriate federal and state permits for take of threatened or endangered species.

All noise-producing project equipment and vehicles using internal-combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise-control features that are readily available for that type of equipment. All mobile or fixed noise-producing equipment used on the project that is regulated for noise output by a local, state, or federal agency shall comply with such regulation in the course of project activity.

During construction, the Contractor will follow Best Management Practices (BMPs) including construction storm water controls designed to minimize the short-term degradation of water quality.

C. Post Construction:

All temporary impacts will be restored to pre-Project conditions.

15 EXISTING FACILITIES

Add to Section 15-1.03A General

Remove and Reuse Existing Rocks and Break, Remove, and Reuse Existing Concreted-Rock Slope Protection - This work shall consist of removal, salvage and disposal of existing rocks and concreted rocks at the locations shown on the plans.

Existing rocks will be salvaged and re-used as the design rock revetment and invert. Rocks to be re-used shall be cleaned of all debris and conform to the gradation of Section 72-2.02B, "Rock" of the Standard Specifications prior to placement.

Existing concreted-rock slope protection (CRSP) shall be broken into individual rock pieces before the classification for reuse.

Removed rocks that, in the opinion of the Engineer, are unsuitable for reuse shall be disposed by the Contractor in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination" and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications. Rocks shall not be buried in channel embankments.

Remove Double Drive Chain Link Gate - This work shall consist of removal and disposal of existing double drive chain link gates, posts, and footings at the locations shown on the plans.

Existing Double Drive chain link gates, posts, and footings at locations shown on the Plans shall be removed as directed by the Engineer. Removed Double Drive chain link gates, posts, and footings shall be disposed of outside the District's right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

Remove Chain Link Fences - This work shall consist of removal and disposal of existing chain link fences, posts, and footings at the locations shown on the plans.

Existing chain link fences, posts, and footings at locations shown on the Plans shall be removed as directed by the Engineer. Removed chain link fences, posts, and footings shall be disposed of outside the District's right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

Remove Abandoned Gravity Sewer Pipe - This work shall consist of the removal and disposal of abandoned gravity sewer pipe and its appurtenances as shown on the plans shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in Section 17-2, "Clearing and Grubbing," and 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

The Contractor shall remove and dispose of the abandoned gravity sewer pipe and its appurtenances in accordance with applicable Federal, State and local laws and regulations and conform to the requirements of any needed permits. The Contractor shall provide sufficient supervision and monitoring to assure said conformance.

At all times when the work of removing pipe is not in progress, all openings into the remaining/abandoned pipe shall be kept tightly closed to prevent the entrance of animals.

Removed sewer pipe shall become the property of the Contractor and disposed outside of Project right-of-way accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

All removal and disposal of existing concrete blanket for the abandoned sewer pipe, including any exploratory work to identify and determine the extent of such existing structure, shall be considered as included elsewhere in these Special Provisions for the contract item of work "**Remove Concrete Slab**" and no additional compensation will be allowed therefor.

Excavation and backfill for removing and disposing of the abandoned sewer pipe and its appurtenances shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

Backfill for sewer pipe removal shall be compacted in conformance with the compaction requirements of the Standard Specification and these Special Provisions. Any work done to obtain the compaction requirements for the area or areas backfilled shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid for "**Remove Abandoned Gravity Sewer Pipe**" and no additional compensation will be allowed therefor.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property as set forth in the "Trench and Excavation Safety/Temporary Shoring" Section of these Special Provisions.

Add to Section 15-1.03B Concrete

Remove Abandoned Sewer Manhole - This work shall consist of removal and disposal of existing concrete sewer manhole and its appurtenances at locations shown on the Plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in Section 17-2, "Clearing and Grubbing," and 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, the quantities of materials and scope of work to be performed.

Removed concrete shall be disposed of outside the District right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

Backfill shall be compacted in conformance with the compaction requirements found in the "Earthwork" Section found elsewhere in these Special Provisions. Any work done to obtain the compaction requirements for the area or areas backfilled shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid for "Remove Abandoned Sewer Manhole" bid item and no additional compensation will be allowed therefor.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing

and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property as set forth in the "Trench and Excavation Safety/Temporary Shoring" Section of these Special Provisions.

Remove Concrete Slab - This work shall consist of removal and disposal of existing concrete splash pad and concrete blanket at the locations shown on the Plans.

This work shall conform to the provisions in Section 15, "Existing Facilities," and Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

Existing concreted slab will be broken into individual pieces and disposed off-site. Existing concrete slab shall not be reused as revetment or buried in levee embankments.

Removed concrete shall be disposed of outside the District right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, "Hazardous Waste and Contamination," and Section 17-2.03D, "Disposal of Materials," of the Standard Specifications.

It shall be the responsibility of the bidder to investigate and be satisfied as to the conditions to be encountered, and scope of work to be performed.

Add to Section 15-1.04 Payment

Full compensation for performing all earthwork, including labor, materials, tools, equipment, and incidentals necessary for excavation, backfill and compaction associated with the removal and disposal of existing rocks and concreted rock slope protection, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removing existing rocks, hauling, and stockpiling, sorting, cleaning, and classifying to their class gradation for reuse as rock slope protection or offsite disposal shall be considered as included in the price paid per cubic yard for "**Remove and Reuse Existing Rocks**" bid item and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for removing and breaking existing concreted-rock slope protection as shown on the plans including removal of vegetation, earth, stocking piling, shorting, cleaning and classifying to their class gradation for reuse, shall be considered as included in the price paid per cubic yard for "**Break, Remove & Reuse Existing Concreted Rock Slope Protection (CRSP)**" bid item and no additional compensation will be allowed therefor.

Remove Double Drive Chain Link Gate - Full compensation for furnishing all labor, materials, tools, equipment and incidentals for removal and disposal of existing double drive chain link gate, including fabric, foundations, posts, and all other gate materials shall be considered as included in the contract price paid each for "**Remove Double Drive Chain Link Gate**" bid item and no additional compensation will be allowed therefor.

Remove Chain Link Fence - Full compensation for furnishing all labor, materials, tools, equipment and incidentals for removal and disposal of existing chain link fences excluding chain link security fence, including fabric, foundations, posts and all other fencing materials shall be considered as included in the contract price paid linear feet for "**Remove Chain Link Fence**" bid item and no additional compensation will be allowed therefor.

The price per lineal foot paid for "**Remove Abandoned Gravity Sewer Pipe**" shall include full compensation for furnishing all labor, materials tools, equipment, incidentals, and for doing all the work involved in removing and disposing of the abandoned gravity sewer pipe and its

appurtenances, including acquiring and achieving compliance with applicable permits, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for performing all earthworks, including labor, materials, tools, equipment, and incidentals necessary for excavation, backfill and compaction associated with the removal and disposal of existing concrete sewer manhole and its appurtenances shall be considered as included in the prices paid for various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in removing and disposing sewer manhole and its appurtenances, as shown on the Plans and as directed by the Engineer shall be considered as included in the contract price paid per each for "**Remove Abandoned Sewer Manhole**" bid item and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for removal and disposal of existing bottom controls, shall be considered as included in the contract price paid per cubic yard for "**Remove Concrete Slab**" bid item and no additional compensation will be allowed therefor.

NOT FOR BID

16 TEMPORARY FACILITIES

Add Section 16-3 CONSTRUCTION FIELD OFFICE FACILITY

Construction Field Office Facility - The Contractor must provide office facilities for District personnel. Such facilities must be in a single building, portion of a building, trailer, or modular structure provided exclusively for this purpose with acceptable means for locking and security of both District property and personnel. Parking areas serving the facility shall be paved or otherwise stabilized to allow all-weather ingress, egress, and parking.

Any such facility shall have at least two solid doors for ingress and egress that are conveniently accessible to all persons having business therein.

All facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and the State of California and shall conform to current industry practice. The interior shall have a full ceiling and adequate lighting, shall be paneled, or suitably lined and furnished to provide a facility of good appearance. All opening windows shall be equipped with screens. All windows shall be equipped with shades or blinds, with the exception of windows to sanitary facilities which may have frosted or semi-opaque glass. Floors shall be carpeted or covered with continuous flooring material in good repair.

The Contractor must provide janitorial and other maintenance services. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied at weekly intervals, or as required. Trash shall be removed from the site and disposed of in accordance with local ordinance.

A first aid kit that meets or exceeds safety requirements shall be provided as well as fire extinguishers and fire suppression equipment meeting local fire regulations. These shall be maintained throughout the duration of the office use.

The field office shall be at a location convenient to the project site and acceptable to the Engineer. Arrangements may be made to locate a portable facility within the project right of way, or on adjacent property, the use of which must be arranged by the Contractor.

The office unit must:

- Be sited on a level, approximately square area of at least 10,000 square feet surfaced to provide all-weather use.
- Surrounded by 6-foot chain link fencing, meeting security requirements, and provided with a two-panel, 6-foot, lockable chain link gate.
- Provided with a driveway from the nearest paved roadway.
- Office unit shall be equipped with outside security lighting (with such minimum 300 watt lighting units as needed) to illuminate the principal entrance and parking area, all operated by photoelectric switches so that the lights remain on during hours of darkness.

Any other field office type shall have an adequately lit parking area, for the exclusive use of District staff, with access and room for at least 5 standard pickup trucks, within 200 feet of the primary office entrance. Parking shall be available on a 24-hour basis.

The field office shall have adequate enclosed floor space to accommodate the following, which shall be also provided and maintained:

1. Three individual work areas with a minimum of 100 square feet of floor space each.

2. A commercially common drafting table, adjustable for height and work angle with an additional 80 square feet of area dedicated to this table.
3. At least one of the above 100 square foot areas separated from the remainder by floor to ceiling, opaque partitions, and a solid door.
4. An integral sanitary facility, immediately accessible from the work areas, consisting of a toilet, wash basin with running water, fully enclosed and provided with a solid door, lockable from the inside and with adequate ventilation.
5. A minimum 5-foot by 7-foot, lockable closet or storage area that is no closer than six feet horizontally from normally occupied work areas for storage of nuclear gauges.
6. Furniture (new or in good condition) consisting of:
 - a. Two standard, 5-feet, double-pedestal desks, each with a drawer suitable for holding files.
 - b. A commercially common computer workstation with at least 6 square feet of independent surface at desk height.
 - c. A commercially common drafting table, adjustable for height and work angle with at least 12 square feet of surface area.
 - d. Three caster-mounted desk chairs adjustable within current ergonomic standards, all with arms, and two straight backed chairs.
 - e. One drafting stool, adjustable for height.
 - f. Two five-drawer filing cabinets suitable for hanging file systems with legal width file folders.
 - g. One or more plan racks, as needed to provide access to all of the full-size plans, right of way maps, etc. related to the project.
 - h. At least three common trash receptacles.
 - i. Such separate tables as may be needed for office machines.
 - j. A wall mounted bulletin board, minimum size 2'x 3'.
 - k. A wall mountable whiteboard, minimum size 2'x 3'.
 - l. Two bookshelves, each a minimum of 3' wide, 42" high, 10" deep, and no less than three shelves including the top.
 - m. A full height, double door, locking steel storage cabinet, with at least four shelves, or a lockable closet with an equivalent amount of shelf space.
7. The entire facility shall be provided with adequate electric power for various machines and at least three portable desk lamps shall also be provided.
8. Facility shall be provided with adequate ventilation, heating, air conditioning, and continuous electrical power.
9. The Contractor must also provide within the facility a table, chairs (folding chairs are acceptable), and space sufficient to provide for the comfortable meeting of at least six individuals or must make arrangements for convenient facilities for necessary meetings throughout the project duration.
10. A wifi and network capable dry process business copier capable of scanning, copying and printing 8.5"x11", 8.5"x14", and 11"x17" size prints, including toner.

All items and services in this section must be provided by the Contractor and accepted as adequate by the Engineer, prior to the start of any other compensable item of work under this contract. The Contractor will not be denied any properly earned compensation. However, in no case will progress payments be processed during periods when the provisions of this section are not, in the Engineer's sole opinion, being met.

The Contractor must fully maintain the equipment and services throughout the contract period, which shall terminate at the issuance of the final payment. At that time, the entire Contractor furnished items and equipment shall become the Contractor's property.

Add to Section 16-1.04 Payment

The lump sum contract price paid for "**Construction Field Office Facility**" shall be considered as full compensation for furnishing labor, materials, equipment, tools, and incidentals, and for doing all work necessary to comply with the provisions of this section including maintaining, servicing and removing these facilities and equipment upon completion of the work. Payment therefor will be prorated over the life of the project on a ratio of the working days charged to the number of working days specified in the contract. No additional or separate payment will be made therefor, except that the aforesaid daily value of this item may be considered as the basis for increases due to authorized contract change orders that increase the contract working days.

NOT FOR BID

19 EARTHWORK

Add to Section 19-2.01A General

Excavation bid items shall include excavating, removing, hauling, and disposal of all excess material encountered except materials specifically covered by **“Clearing and Grubbing,” “Remove and Reuse Existing Rocks,” “Break, Remove, and Reuse Existing Concreted-Rock Slope Protection,” “Remove Concrete Slab,” “Remove Chain Link Fence,” “Remove Double Drive Chain Link Gate,” “Remove Corrugated Steel Pipe,” “Remove Abandoned Sewer Manhole,” “Remove Abandoned Gravity Sewer Pipe,”** and sections related to remove concrete bid items, as otherwise noted in these Special Provisions, to the subgrade elevations indicated on the plans, including over-excavation, and as directed by the Engineer.

The material to be removed may include, but is not limited to, aggregate base course, earth, hardpan, silt, clay, sand, gravel, cemented sand and gravel, large rocks, boulders, adobe, detached pieces of stones and concrete, rock fills, existing fills of miscellaneous debris and rubbish, and other unsuitable materials.

Where it becomes necessary to excavate beyond the normal lines of excavation in order to remove boulders or other interfering objects, the voids remaining after the removal of such boulders or interfering objects shall be backfilled with material equal to or better than native, or otherwise approved by the Engineer, or his authorized representative. If, during the progress of excavation, material is encountered which, in the opinion of the Engineer, or his authorized representative, is unsuitable for sub-grade for the structure to be constructed thereon, the Engineer, or his Authorized representative, shall direct the Contractor to excavate beyond the pay limits shown per Plans.

Excavation and embankment shall be measured to the grading plane. Any work needs to be done to obtain the compaction requirements for the area below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid for **“Excavation”** bid item, and no additional compensation will be allowed therefor.

All earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction, or other causes. The Contractor must adjust unit prices to account for swell and shrinkage.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Add to Section 19-2.03B Surplus Material

Surplus excavated material and material that has been determined unsuitable for embankment construction, slope facing, rock slope protection, or erosion control/re-vegetation, including rock, must be exported, and disposed outside of District right-of-way. Surplus excavated material shall include dirt, rock, silt, sediment, deleterious matter, material unsuitable for backfill, embankment, material suitable for embankment, and all other surplus earthen material except for those materials addressed by other Sections in these Special Provisions.

The Contractor must apply water to control dust that may be engendered by stockpiling, handling, or transporting surplus dirt. Earthen material must be consolidated and graded to drain as shown on the Plans, slopes must be track-walked and stabilized as specified in the project SWPPP.

Add to Section 19-2.04 Payment

Full compensation for conforming to disposal of surplus excavated material shall include furnishing all labor, water, hauling, materials, tools, equipment, incidentals, work involved in obtaining and complying with the requirements plans, standard specifications, special provisions, and for completing the work, shall be considered as included in the various contract items and no additional compensation will be allowed therefor.

Full compensation for excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans, including all access roads, access ramps, and earth graded channel transitions, upstream and downstream, furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid per cubic yard for "**Excavation**" and no additional compensation will be allowed therefor.

Add to Section 19-3.03B Structure Excavation

Over-Excavation - For foundation preparation for all reinforced concrete structures, the top 12" of the sub-grade shall be scarified and re-compacted to a minimum compaction of 95% of its maximum dry density as measured by ASTM D1557 before concrete is placed.

Field density tests shall be made at representative locations selected by the Engineer, or his authorized representative. The Contractor at his own expense must perform such scarification work, including importing of material is required.

Any depression resulting from excavation shall be compacted to 95% or filled to footing or invert slab with a slurry cement backfill in accordance with Standard Specifications 19-3.03F, "Slurry Cement Backfill."

Add to Section 19-3.03C Structural Backfill

The material used for structure backfill shall be native soil. Crushed stone or pea gravel greater than aggregate size 3/8" shall not be used as structure backfill.

Structure backfill shall consist of placement and 95% relative compaction of backfill material above, under and behind of reinforced concrete structures as RCB and wing walls.

Structure backfill material shall be placed in uniform layers and shall be brought up uniformly on all sides of the structures. The gradation and distribution of materials through the compacted backfill shall be such that the backfill is free from lenses, pockets, streaks, and layers of material differing substantially in texture of gradation from surrounding materials. The thickness of each layer of backfill shall not exceed eight inches (8") in height before compaction.

Compaction of the structure backfill shall be accomplished by hand-operated or heavy construction equipment, depending on the area to be filled. The Engineer or his authorized representative shall determine which method shall be used. Heavy construction equipment shall not be operated within five feet (5') of concrete walls.

At locations where drainage pipes are installed, earth material placed above limits of structure backfill and in zones not otherwise covered by compaction requirements shall be considered as embankment as prescribed in Section 19-6, "Embankment Construction," of the Standard Specifications.

Add Section 19-3.04 Payment:

Scarification and re-compaction to a minimum compaction of 95% of its maximum dry density as measured by ASTM D1557 shall be considered as included in the contract prices paid cubic

yard for “**Structure Backfill**” and no separate payment will be made therefor. The volume of scarification and re-compaction is not included in the estimated quantities.

Class 2 aggregate base placed below footings is paid for as structure backfill.

Pervious backfill material placed within the limits of payment for box culvert is paid for as structure backfill (culvert). Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

Full compensation for over-excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans shall include furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid per cubic yard for various Structural Concrete bid items and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including scarification and importing of material, and for doing all work involved in structure backfill, including backfilling, compacting and incidentals shall be considered as included in the contract price paid per cubic yard for “**Structure Backfill**” and no separate payment will be allowed therefor.

Replace item 3 in the list in the 6th paragraph of section 19-3.04 with:

3. Structure excavation more than 1 foot from the depth shown is paid for as a work-character change if the Contractor requests an adjustment or the Engineer orders an adjustment.

Add to Section 19-6.03A Construction

Prior to placement of embankment, the areas to receive shall be cleared and grubbed. **Existing Joshua trees and other protected vegetation shall be protected in place.** Other trees within the embankment areas should be removed along with all roots greater than two (2") inches in diameter. Soils disturbed by tree trunk/root removal should be removed to expose firm soils. Care should be taken not to encroach upon or otherwise damage native and/or historic trees designated by the District or appropriate agencies to remain. Resulting excavations should be shaped with side slopes no steeper than 3:1 (horizontal to vertical) prior to scarification, moisture conditioning, compaction, and placement of embankment soils.

Prior to placing material, satisfactory existing ground shall be scarified to a minimum depth of six (6") inches and compacted to a relative compaction of not less than 90% of the maximum dry density as determined by ASTM D1557.

Over-Excavation – Unsatisfactory existing soil such as soft, loose, dry, saturated, spongy, organic-rich, highly fractured, or otherwise unsuitable ground shall be over-excavated to competent ground as evaluated by the Engineer or the project Geotechnical Consultant. All undocumented fill soils under proposed structure footprints should be excavated.

Embankments shall be keyed and benched on ground with slopes steeper than 5:1 (horizontal to vertical). Key shall be a minimum of fifteen (15) feet wide and at least two (2) feet deep, into competent material. Other benches shall be excavated at a minimum height of four (4) feet into competent material or as otherwise recommended by the Engineer or the project Geotechnical Consultant. In order to facilitate protection in place of the existing concrete trapezoidal channel side slopes, benching is not required upstream of **Sta. 39+10**.

The gradation and distribution of materials shall be such that the fill is free from lenses, pockets, streaks, and layers of material differing substantially in texture and gradation from surrounding material. Material used shall be free of vegetation, stumps, roots, and other unsuitable contamination. Earth fill material shall not contain more than 3 percent of organic

materials (by dry weight, ASTM D2974). Nesting of the organic materials shall not be allowed. Rocks larger than three inches (3") shall be considered as "oversize rock" and shall be disposed of by the Contractor. Oversized material shall not be placed within ten (10) feet measured vertically from finish grade, or within two (2) feet of future utilities or underground construction.

Existing keyway and embankment soils that meet above specifications may be reused for fill construction unless otherwise directed by the Engineer.

If importing of fill material is required for grading, proposed import material shall meet the above requirements, and be free of hazardous materials ("contaminants") and rock larger than 3 inches (3") in largest dimension. All import soils shall have an Expansion Index (EI) of 20 or less and a sulfate content no greater than (\leq) 500 ppm.

Embankments and backfill shall be compacted with each layer spread evenly and thoroughly mixed during spreading to ensure uniformity of material and moisture in each layer. The layers are to be maximum eight inches (8") loose lifts and shall be compacted to a relative density not less than 90% of the maximum dry density as determined by ASTM D1557. Moisture content of each lift shall be maintained within 3% of optimum moisture content for onsite soils. No backfill material shall be deposited against the back of the concrete wall until the concrete has developed strength not less than required by the Standard Specifications.

In addition to normal compaction procedures specified above, compaction of slopes shall be accomplished by back rolling of slopes with sheep's-foot rollers at increments of 3 to 4 feet in fill elevation, or by other methods producing satisfactory results acceptable to the Engineer or the project Geotechnical Consultant. Upon completion of grading, relative compaction of the fill, out to the slope face, shall be at least 90 percent of the maximum dry density as determined by ASTM D1557.

Add to Section 19-6.04 Payment

Scarification and re-compaction shall be considered as included in the contract prices paid for "**Embankment (90% Relative Compaction)**" and no separate payment will be made therefor. The volume of scarification and re-compaction is not included in the estimated quantities.

Full compensation for all embankment construction described in this section, except as described in other paragraphs and elsewhere in these Special Provisions, including furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid per cubic yard for "**Embankment (90% Relative Compaction)**" and no additional compensation will be allowed therefor.

Full compensation for performing grading, preparing subgrade at the grading plane, as specified in Section 19-1.03C, "Grade Tolerance," of the Standard Specifications, for placing and compacting the material; filling and compacting holes, pits, and other depressions; placing selected material where required; all as shown on the Plans, and as directed by the Engineer, shall be considered as included in the contract price per cubic yard paid for "**Embankment (90% Relative Compaction)**," and no additional compensation will be allowed therefor.

DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Add Section 51-1.01A General

This work shall consist of constructing reinforced rectangular concrete wingwalls (RCWW), headwall, six (6) cell reinforced concrete box (RCB) culvert, cut-off walls, parapet walls, and all other types of Portland cement concrete structures to the lines and grades established by the Engineer and in conformance with the designs and details shown on the plans, specified in the Standard Specifications and these Special Provisions.

Add Section 51-1.01C Submittals

The Contractor shall submit to the Engineer, or his authorized representative, all concrete mix designs for approval prior to placing any concrete.

Delivery tickets shall be submitted to the Engineer or his authorized representative at the project site with each load of concrete. Tickets shall include the following information:

- Job and plant identification
- Mix design reference
- Individual batch weights of components
- Amount of free water in load
- Amount of water added to load
- Total water allowed per the design mix.
- Total quantity of concrete in the load
- Running total quantity delivered to the job for the day or continuous pour

Tickets shall also show the time of day at which the material was batched and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged.

Frequency of concrete testing and plant inspection shall be determined by the Engineer.

Concrete deliveries will be rejected for any of the following reasons:

1. If an elapsed time of 90 minutes is exceeded from batching to placement of concrete.
2. If concrete temperature exceeds 90 degrees Fahrenheit.
3. Concrete, in the opinion of the Engineer or his authorized representative, has become too stiff for effective placement or consolidation.

Add Section 51-1.02B Concrete

RCB culvert invert; RCWW invert; apron; and all cut-off walls shall be constructed of Structure Concrete having minimum 28-day compressive strength of not less than 5,000-psi and a

combined aggregate gradation of one and one half (1-1/2) inch maximum as shown in Section 90-1.02C(4)(d) "Combined Aggregate Gradation" of the Standard Specifications.

RCB culvert walls, deck & parapet; and RCWW walls; shall be constructed of Structure Concrete having a minimum 28-day compressive strength of not less than 4,000-psi and a combined aggregate gradation of one (1)-inch maximum as shown in Section 90-1.02C(4)(d) "Combined Aggregate Gradation" of the Standard Specifications.

Maximum slump for Structure Concrete/5,000-psi structural concrete shall be four inches (4"). Delivered plant mix shall have a three-inch (3") slump. The District may permit the Contractor to add water in the field due to hot weather, pumping, or other reasons, but the field slump may not exceed four inches (4") without approval of the Engineer.

Maximum slump for Structure Concrete/4,000-psi structural concrete shall be four inches (4") unless otherwise permitted by the Engineer.

Add Section 51-1.03 Finishing Concrete

Channel invert surfaces and tops of walls shall be a steel trowel, broom finish, and protected against scarring and damage.

Add Section 51-1.04 Payment

The contract unit price paid per cubic yard of concrete for "**Structural Concrete, Headwall, Wingwall, Parapet, Apron, and Cut-off Walls**" Bid Items shall be considered full compensation for furnishing all labor, materials, excavation, including structural excavation, disposal of excess material, reinforcing steel, dowels, miscellaneous iron and steel, tools, equipment, and incidentals doing all the work required to construct the concrete structures complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer. The contract unit price paid per cubic yard to construct the cast-in-place multiple cell culvert under "**Structural Concrete, Multiple Box Culvert**" pay item shall be considered full compensation for furnishing all labor, materials, reinforcing steel, slurry backfill, tools, equipment, incidentals, installation and removal of temporary struts if used, and doing all the work required to construct these concrete structures complete in place, and in accordance with the Standard Specifications, the Plans and details, these Special Provisions, and as directed by the Engineer, or his authorized representative. Measurement for payment shall be along the longitudinal direction of the multiple box culvert structure (i.e. 40 LF per plan).

52 REINFORCEMENT

Add Section 52-1.01C Submittals

All reinforcing steel shall have a minimum of three (3) inches of concrete cover, unless otherwise shown on the Plans.

At least 30 calendar days prior to shipment of reinforcing steel to the site the Contractor must submit the following to the Engineer for review and approval:

1. Detailed placement drawings showing all fabrication dimensions and locations for placing reinforcing steel and accessories.
2. Manufacturer's information for any mechanical splicing devices proposed for use in the work.
3. If the Contractor will be furnishing bars with metric size designations, this must be stated in the above submittals and a table of equivalent inch sizes must be furnished with the submittals.

Replace Section 52-1.04 Payment with:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for furnishing and placing reinforcing steel shall be considered as included in the cubic yard contract price paid for the respective concrete structure items, and no additional compensation will be allowed therefor.

NOT FOR BID

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

AA

72 SLOPE PROTECTION

Add to Section 72-2.02C Rock

Existing rocks to be used in rock slope protection (1 Ton, Method A) shall conform to the rock graduation of section 72-3.02C, "Rock" of the Standard Specifications.

Add to Section 72-2.04 Payment

The contract unit price paid per cubic yard of **"Rock Slope Protection (1 Ton, Method A) – Riprap Splash Pad"** under Bid Items shall be considered full compensation for furnishing all labor, materials, including equipment, excavation, disposal of excess material, backfill, and incidentals doing all the work required to construct the rock slope protection complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

Add to Section 72-3.02B Concrete

Concrete used for concreted-rock slope protection shall be minor concrete per Section 90-2, "Minor Concrete" of the Standard Specifications.

Add to Section 72-3.02C Rock

Existing rocks to be used in concreted-rock slope protection (1/4 Ton, Method A) shall conform to the rock graduation of section 72-3.02C, "Rock" of the Standard Specifications.

Add to Section 72-3.03E Placing Concrete

Where shown on the Plans, concrete penetration shall be to full depth of the rock prism. Concrete must be delivered with 3-inch slump, the Contractor must add water as required to produce a concrete consistency that will completely fill rock voids to sub-grade of the rock layer without overrunning. The water content of the concrete shall be such as to permit gravity flow into rock voids to full depth of rock without overrunning the rock prism identified on the plan and shall be subject to approval by the Engineer or his authorized representative.

Concrete must be manipulated into voids by means of brooms or other approved method to completely eliminate voids (full depth penetration). The upper 25% of rocks must be left exposed. Chinking of voids with smaller rocks will not be permitted. Spread rate for concrete shall be subject to approval of the Engineer or his authorized representative.

Add to Section 72-3.04 Payment

Full compensation for performing all earthworks, including labor, materials, tools, equipment, and incidentals necessary for excavation, backfill and compaction associated with the work in construction of concreted rock slope protection shall be considered as included in the prices paid for various contract items of work, and no additional compensation will be allowed therefor.

The contract unit price paid per cubic yard of various **"Concreted-Rock Slope Protection (1/4 Ton, Method A)"** Bid Items shall be considered full compensation for furnishing all labor, materials, including equipment, disposal of excess material, and incidentals doing all the work

required to construct the concrete rock slope protection complete in place in accordance with the Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard (C.Y.) for various **“Concreted-Rock Slope Protection (1/4 Ton, Method A) - Cut off Wall”** and **“Concreted-Rock Slope Protection (1/4 Ton, Method A) – Grade Control structure”** Bid Items shall be considered full compensation for furnishing and placing concrete for concreted rock slope protection including all incidentals, and doing all the work required in accordance with the Plans, Standard Specifications, and these Special Provisions and as directed by the Engineer, or his authorized representative and no additional compensation will be allowed therefor.

The contract unit price paid per cubic yard (C.Y.) for **“Concreted-Rock Slope Protection (1/4 Ton, Method A) - Minor Concrete for CRSP, Full Concrete Penetration”** Bid Items shall be considered full compensation for furnishing and placing concrete for concreted rock slope protection including all incidentals, and doing all the work required in accordance with the Plans, Standard Specifications, and these Special Provisions and as directed by the Engineer, or his authorized representative and no additional compensation will be allowed therefor.

The contract unit price paid per cubic yard (C.Y.) for various **“Concreted-Rock Slope Protection (1/4 Ton, Method A) – Minor Concrete for Cut off Wall, Full Concrete Penetration”** Bid Items shall be considered full compensation for furnishing and placing concrete for concreted rock slope protection including all incidentals, and doing all the work required in accordance with the Plans, Standard Specifications, and these Special Provisions and as directed by the Engineer, or his authorized representative and no additional compensation will be allowed therefor.

The contract unit price paid per cubic yard (C.Y.) for various **“Concreted-Rock Slope Protection (1/4 Ton, Method A) - Minor Concrete for Grade Control Structure, Full Concrete Penetration”** Bid Items shall be considered full compensation for furnishing and placing concrete for concreted rock slope protection including all incidentals, and doing all the work required in accordance with the Plans, Standard Specifications, and these Special Provisions and as directed by the Engineer, or his authorized representative and no additional compensation will be allowed therefor.

80 FENCES

Add to Section 80-1

TEMPORARY FENCE (TYPE CL-6)

This work shall consist of furnishing and installing Temporary Fence (Type CL-6), including concrete post footings, at locations as depicted on the plans. Temporary Fence (Type CL-6) and shall conform to the provisions in Section 80," Fences", of Standard Specifications and these Special Provisions.

Concrete for use in metal fence post footings must be produced from commercial quality aggregates and must contain not less than 470 pounds of cement per cubic yard.

Contractor is responsible for any minor grading associated with installation of fencing or gates.

The contract unit price paid linear foot for "**Temporary Fence (Type CL-6)**" shall be considered full compensation for providing and installation of the temporary fence (Type CL-6), concrete for fence posts, fabrication, tack welding of hardware and also including all labor, materials, tools, equipment and incidentals, and doing all work required to install the temporary fence (Type CL-6), complete in place, in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

TEMPORARY SIGHT BLOCK/WINDSCREEN

This work shall consist of installing, maintaining, and removing temporary sight block/windscreen fabric around the as shown on plans for the project site as shown on the plan.

Fabric must be either black or green and provide 90% blockage. Flaps or other means of reducing wind loads must be provided. Fabric must be of appropriate height to cover standard six (6) foot high chain link fence.

Fabric must be attached to existing District chain link right of way fence and gates per manufacturer's recommendations. Where no district right of way fence exists, Contractor must install temporary right of way fencing per plan or, at his option, may install temporary fencing to support the fabric. No additional compensation will be provided to the Contractor for use of temporary fencing in lieu of installation of permanent fence.

Fabric must remain in place for the duration of project construction.

Contractor is responsible for ensuring that fence is not damaged due to existence, installation, or removal of fabric. Any fence damaged must be promptly repaired by the Contractor at no cost to the District.

The contract unit price paid per linear foot for "**Temporary Sight Block/Windscreen**" shall be considered full compensation for providing, installation, maintenance, and removal of the temporary sight block/windscreen fabric including all labor, materials, tools, equipment and incidentals, and doing all work required in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, or his authorized representative, and no additional compensation will be allowed therefor.

Add to Section 80-3.01A Summary

Chain link fence (Type CL-6) within District's Right-of-Way shall conform to the Standard Specifications and these Special Provisions, and SBCFCD Special Drawing I, for boundary fencing, and SBCFCD Special Drawing II, for channel wall fencing, as applicable.

Add to Section 80-3.03 Construction

The shape of all line, end, latch and corner posts, top rail and braces shall be round. Top rail shall be provided.

The exact location for constructing fences and gates shall be determined by the Engineer.

Where new chain link fences meet existing chain link fences, they shall be connected. Tension shall be maintained in remaining existing fencing upon removal of adjacent fencing.

All bolted gate hardware items and any other hardware as designated by the Engineer or his authorized representative shall be tack welded in such a manner as to prevent removal by unauthorized individuals.

Add to Section 80-3.04 Payment

Full compensation for construction of new chain link fence at or near the boundary of the project, including furnishing all necessary labor, materials, tools, equipment, and incidentals, shall be included in the price paid per lineal foot for **"Chain Link Fence (Type CL-6) per SBCFCD Special Drawing I and II"** and no additional compensation will be allowed therefor.

Add to Section 80-10.01A Summary

20' Double Drive Chain Link (CL-6) Gates - This work shall consist of furnishing and installing double drive chain link gate(s) at the locations shown on the plans. The double drive gates shall conform to SBCFCD Special Drawing I, and "Boundary Fencing," as applicable. The exact location for constructing gates shall be determined by the Engineer.

26' Double Drive Chain Link (CL-6) Gates - This work shall consist of furnishing and installing double drive chain link gate(s) at the locations shown on the plans. The double drive gates shall conform to SBCFCD Special Drawing I, and "Boundary Fencing," as applicable. The exact location for constructing gates shall be determined by the Engineer.

4' Walk Chain Link (CL-6) Gate - This work shall consist of furnishing and installing 4' wide chain link gate at the locations shown on the plans. The 4' wide walk gate shall conform to SBCFCD Special Drawing I, and "Boundary Fencing," as applicable. The exact location for Parkway Crossing shall be determined by the Engineer.

30' Double Drive Pipe Gate - The work shall consist of furnishing and installing double drive pipe gate at the locations shown on the plans. The double drive pipe gate shall conform to Standard Drawing SP 209, as applicable. The exact location for constructing gates shall be determined by the Engineer.

Add to Section 80-10.04 Payment

20' Double Drive Chain Link (CL-6) Gates - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in fabricating, welding, galvanizing, and installing these gates shall be included in the price paid per each (pair) for **"20' Chain Link (Type CL-6) Double Drive Gate per SBCFCD Special Drawing I"** and no additional compensation will be allowed therefor.

26' Double Drive Chain Link (CL-6) Gates - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in fabricating, welding, galvanizing, and installing these gates shall be included in the price paid per each (pair) for

“26’ Chain Link (Type CL-6) Double Drive Gate per SBCFCD Special Drawing I” and no additional compensation will be allowed therefor.

4’ Walk Chain Link (CL-6) Gates - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in fabricating, welding, galvanizing, and installing these gates shall be included in the price paid per each (pair) for **“4’ Chain Link (Type CL-6) Walk Gate per SBCFCD Special Drawing I”** and no additional compensation will be allowed therefor.

30’ Double Drive Pipe Gate - Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing the work involved in fabricating, welding, galvanizing, and installing these gates shall be included in the price paid per each (pair) for **“30’ Double Drive Pipe Gate per SBCFCD Standard Drawing SP 209”** and no additional compensation will be allowed therefor.

NOT FOR BID

AA

DIVISION IX TRAFFIC CONTROL DEVICES

AA

83 RAILING AND BARRIERS

Add to Section 83-2.02

Midwest Guardrail System shall include all materials including railing, wood posts and wood blocks, fasteners, excavation, backfill, minor concrete vegetation control, and round end treatment (no anchor system required).

Add to Section 83-2.02D Payment

Full compensation for furnishing and installing Midwest Guardrail System and all components and assemblies including all labor, materials, tools, equipment, and incidentals necessary shall be considered as included in the contract price paid per linear foot for **“Midwest Guardrail System (Wood Post and Block) with Round End Treatment and Minor Concrete Vegetation Control”** and no additional compensation will be allowed therefor.

Add to Section 83-2.07A General

Cable Railing Protection Barrier with Steel Post - The location of cable railing with steel post shown on Plans is approximate. The exact locations will be determined in the field by the Engineer or his authorized representative.

Add to Section 83-2.07D Payment

Full compensation for furnishing and installing cable railing fence with steel post including all labor, materials, tools, equipment, and incidentals necessary shall be considered as included in the contract price paid per linear foot for **“Cable Railing Protection Barrier with Steel Posts”** and no additional compensation will be allowed therefor.

NOT FOR BIDD

*General Prevailing Wage
Rate
(Blue Pages)*

inserted here

NOT FOR BID

Index 2023-1 Southern California basic trade journeyman rates

General prevailing wage determinations made by the director of industrial relations

Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

Determination	Holidays scope of work travel & subsistence	Predetermined increase
Asbestos Worker, Heat and Frost Insulator (d)	Select One ▾	No increase *
Asbestos and Lead Abatement (Laborer) (e)	Select One ▾	Increase
Building/Construction Inspector and Field Soils and Material Tester +	Select One ▾	Increase
Carpenter	Select One ▾	Increase
Cement Mason	Select One ▾	Increase
Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) +	Select One ▾	Increase
Dredger (Operating Engineer) (e)	Select One ▾	Increase
Drywall Installer (Carpenter)	Select One ▾	Increase
Elevator Constructor (e)	Select One ▾	Increase
Fence Builder (Carpenter) (e)	Select One ▾	Increase
Fire Safety and Miscellaneous Sealing (e) +	Select One ▾	Increase
Gunite Worker (Laborer) (e)	Select One ▾	Increase
Horizontal Directional Drilling (Laborer)(e)	Select One ▾	Increase

Housemover (Laborer)	Select One ▾	Increase
Laborer	Select One ▾	Increase
Landfill Worker (Operating Engineer) (e)	Select One ▾	Increase
Landscape Irrigation Laborer	Select One ▾	Increase
Landscape Maintenance Laborer (e)	Select One ▾	No increase *
Landscape Operating Engineer (e)	Select One ▾	Increase
Light Fixture Maintenance	Select One ▾	No increase *
Modular Furniture Installer (Carpenter) (e)	Select One ▾	Increase
Operating Engineer +	Select One ▾	Increase
Parking and Highway Improvement (Striping, slurry & seal coat operations-Laborer) (e)	Select One ▾	Increase
Teamster +	Select One ▾	Increase
Tree Maintenance (Laborer) (e)	Select One ▾	Increase
Tunnel Worker (Laborer)	Select One ▾	Increase
Tunnel (Operating Engineer) +	Select One ▾	Increase

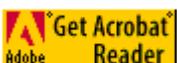
[Return to main table](#)

+ Includes shift pay determinations.

* A single asterisk after the expiration date of a determination indicates that no increase is required for projects advertised while that determination is in effect. The determination remains in effect until it is canceled, modified, or superseded by a new determination by the Director of Industrial Relations. A new determination will become effective 10 days after it is issued. Contact the Office of the Director - Research Unit at (415) 703-4774 after 10 days from the expiration date, if no subsequent determination is issued.

- d. Includes San Diego County; excludes Mono County.
- e. Includes San Diego County.

To view the above current prevailing wage determinations, current predetermined increases, and the current holiday, advisory scope of work, and travel and subsistence provisions for each craft, you must first download a free copy of the Adobe Acrobat Reader available by clicking on the icon below:



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Asbestos Worker, Heat and Frost Insulator #

Determination:
 SC-3-5-1-2022-1

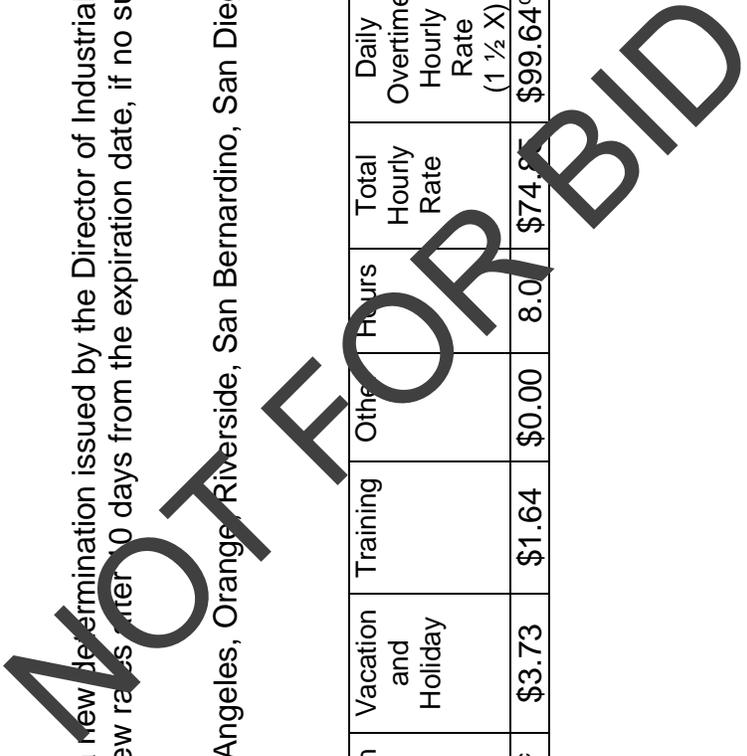
Issue Date:
 August 22, 2022

Expiration date of determination:
 July 2, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director
 – Research Unit at (415) 703-4774 for the new rates after 90 days from the expiration date, if no subsequent determination is issued.

Localities:
 All localities within Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and
 Ventura Counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$49.58 ^a	\$11.78 ^b	\$8.12 ^c	\$3.73	\$1.64	\$0.00	\$74.85	\$99.64 ^d	\$124.43 ^e	\$99.64 ^f	\$124.43 ^e	\$124.43 ^g



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

Craft: Asbestos and Lead Abatement (Laborer)

Determination:
SC-102-882-1-2022-1

Issue Date:
August 22, 2022

Expiration date of determination: June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate ^c (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Asbestos and Lead Abatement Worker	\$39.23	\$8.75	\$10.82	\$5.02	\$0.75	\$0.01	8	\$65.08	\$84.695	\$84.695	\$104.31

Note:

Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a Includes an amount for supplemental dues.

^b Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

^c Saturdays in the same work week may be worked at straight time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER*

Determination:

SC-23-63-2-2023-1D

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday ^c	Training Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate ^e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$54.68	\$12.35	\$13.15	\$3.85	\$0.39	8	\$85.47	\$112.810	\$112.810	\$140.150
Group 2	\$56.46	\$12.35	\$13.15	\$3.85	\$0.39	8	\$87.25	\$115.480	\$115.480	\$143.710
Group 3	\$58.46	\$12.35	\$13.15	\$3.85	\$0.39	8	\$89.25	\$118.480	\$118.480	\$147.710

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#
 (SPECIAL SHIFT)**

Determination:
 SC-23-63-2-2023-1D

Issue Date:
 February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday ^c	Training	Other	Hourly Rate ^b	Total Hourly Rate ^b	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate ^e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$55.68	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$86.47	\$114.310	\$114.310	\$142.150
Group 2	\$57.46	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$88.25	\$116.980	\$116.980	\$145.710
Group 3	\$59.46	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$90.25	\$119.980	\$119.980	\$149.710

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER #
 (MULTI-SHIFT)**

Determination:
 SC-23-63-2-2023-1D

Issue Date:
 February 22, 2023

Expiration date of determination:
 June 30, 2023**The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
 All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate ^e (1½ x)	Sunday/Holiday Overtime Hourly Rate ^f (2 x)
Group 1	\$55.68	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$86.47	114.310	114.310	\$142.150
Group 2	\$57.46	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$88.25	116.980	116.980	\$145.710
Group 3	\$59.46	\$12.35	\$13.15	\$3.85	\$1.05	\$0.39	8	\$90.25	119.980	119.980	\$149.710

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Classifications:

Group 1

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

Group 2

AWS-CWI Welding Inspector
Building/Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete

Group 3

Nondestructive Testing (NDT)
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection)

Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete batch Plant
Spray-Applied Fireproofing
Structural masonry

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWageStar.aspx) (<http://www.dir.ca.gov/OPRL/PWAppWageStar.aspx>).

^a For classifications within each group, see Page 4.

^b Includes an amount for Annuity.

^c Includes an amount withheld for supplemental dues.

^d Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^e Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Carpenter and Related Trades*

Determination:
SC-23-31-2-2022-2

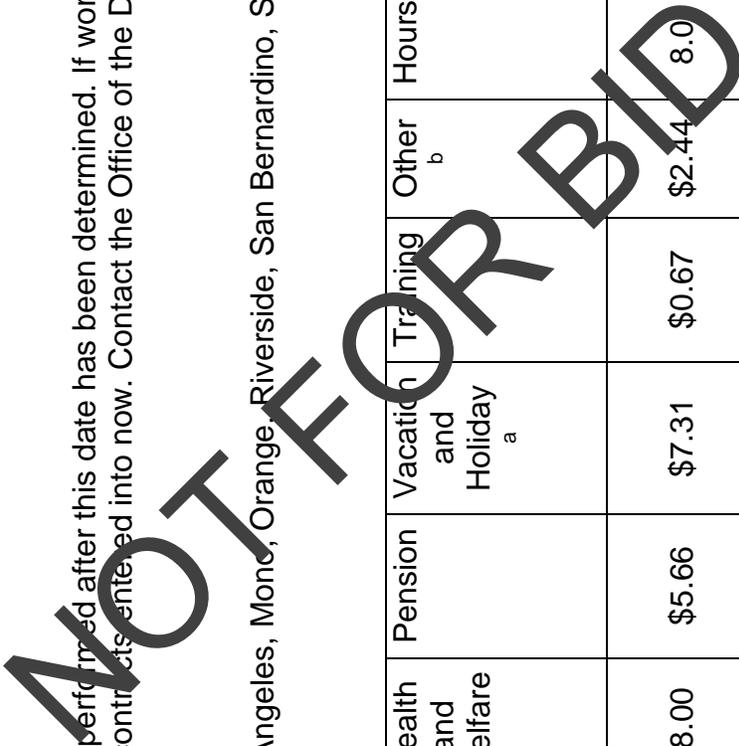
Issue Date:
August 22, 2022

Expiration date of determination: June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^d	Sunday/ Holiday Overtime Hourly Rate (2 X)
Carpenter ^{e,f} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$47.24	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.32	\$94.94	\$94.94	\$118.56
Pile Driverman ^g , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	\$47.37	\$8.00	\$5.66	\$7.31	\$0.62	\$2.49	8.0	\$71.45	\$95.135	\$95.135	\$118.82
Bridge Carpenter ^e	\$47.37	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.45	\$95.135	\$95.135	\$118.82
Shingler ^e	\$38.44	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$62.52	\$81.74	\$81.74	\$100.96
Table Power Saw Operator	\$47.33	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.41	\$95.075	\$95.075	\$118.74
Pneumatic Nailor or Power Stapler	\$47.34	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.42	\$95.09	\$95.09	\$118.76



Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^d	Sunday/ Holiday Overtime Hourly Rate (2 X)
Roof Loader of Shingles	\$33.16	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$57.24	\$73.82	\$73.82	\$90.40
Scaffold Builder	\$38.44	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$62.52	\$81.74	\$81.74	\$100.96
Millwright ^e	\$47.74	\$8.00	\$5.66	\$7.31	\$0.67	\$2.64	8.0	\$72.02	\$95.89	\$95.89	\$119.76
Head Rockslinger	\$47.47	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.55	\$95.285	\$95.285	\$119.02
Rock Bargeman or Scowman	\$47.27	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.35	\$94.985	\$94.985	\$118.62
Diver, Wet (Up To 50 Ft. Depth) ^h	\$102.74 ⁱ	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$126.82	\$178.19	\$178.19	\$229.56
Diver, (Stand-By) ^h	\$51.37 ⁱ	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$75.45	\$101.135	\$101.135	\$126.82
Diver's Tender ^h	\$50.37	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$74.45	\$99.635	\$99.635	\$124.82
Assistant Tender (Diver's) ^h	\$47.37	\$8.00	\$5.66	\$7.31	\$0.67	\$2.44	8.0	\$71.45	\$95.135	\$95.135	\$118.82

Determination:
 SC-31-741-1-2022-1

Issue Date:
 August 22, 2022

Expiration date of determination:

May 31, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^j	Holiday Overtime Hourly Rate (2 X)
Terrazzo Installer	\$42.86	\$8.00	\$5.66	\$4.62	\$0.57	8.0	\$61.71	\$83.14	\$83.14	\$104.57
Terrazzo Finisher	\$36.36	\$8.00	\$5.66	\$4.62	\$0.57	8.0	\$55.21	\$73.39	\$73.39	\$91.57

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.7 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/PWAppWagesPart.asp) (<http://www.dir.ca.gov/PWAppWagesPart.asp>).
- a Includes an amount for supplemental dues.
- b Includes an amount for Annuity.
- c All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.
- d First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.
- e When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- f A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on all excavation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
- g When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.
- h Shall receive a minimum of 8 hours pay for any day or part thereof.
- i For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.
- j Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Cement Mason*

Determination:
SC-23-203-2-2022-1

Issue Date:
August 22, 2022

Expiration date of determination: June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^b _c	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$42.00	\$8.43	\$10.48	\$7.31	\$0.64	\$0.24	8.0	\$69.10	\$90.10	\$90.10	\$111.10
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$42.12	\$8.43	\$10.48	\$7.31	\$0.64	\$0.24	8.0	\$69.22	\$90.28	\$90.28	\$111.34

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^b _c	Sunday/ Holiday Overtime Hourly Rate (2 X)
Floating and Troweling Machine Operator	\$42.25	\$8.43	\$10.48	\$7.31	\$0.64	\$0.24	8.0	\$69.35	\$90.475	\$90.475	\$111.60

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWageStart.asp>).

^a Includes an amount for supplemental dues.

^b Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

^c Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

GENERAL PREVAILING WAGE DETERMINATION MADE BY
 THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
 PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER) #

Determination:

SC-23-63-2-2023-1B

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$55.25	8	\$86.04	\$113.665	\$113.665	\$141.290
Group 2	\$56.03	8	\$86.82	\$114.835	\$114.835	\$142.850
Group 3	\$56.32	8	\$87.11	\$115.270	\$115.270	\$143.430
Group 4	\$56.46	8	\$87.25	\$115.480	\$115.480	\$143.710
Group 5	\$56.68	8	\$87.47	\$115.810	\$115.810	\$144.150
Group 6	\$56.79	8	\$87.58	\$115.975	\$115.975	\$144.370
Group 7	\$56.91	8	\$87.70	\$116.155	\$116.155	\$144.610
Group 8	\$57.06	8	\$87.87	\$116.410	\$116.410	\$144.950
Group 9	\$57.23	8	\$88.04	\$116.665	\$116.665	\$145.290
Group 10	\$58.25	8	\$89.04	\$118.165	\$118.165	\$147.290
Group 11	\$59.25	8	\$90.04	\$119.665	\$119.665	\$149.290
Group 12	\$60.25	8	\$91.04	\$121.165	\$121.165	\$151.290
Group 13	\$61.25	8	\$92.04	\$122.665	\$122.665	\$153.290

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER, SPECIAL SHIFT) #**

Determination:

SC-23-63-2-2023-1B

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (915) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$56.25	8	\$77.04	\$115.165	\$115.165	\$143.290
Group 2	\$57.03	8	\$87.82	\$116.335	\$116.335	\$144.850
Group 3	\$57.32	8	\$88.11	\$116.770	\$116.770	\$145.430
Group 4	\$57.46	8	\$88.25	\$116.980	\$116.980	\$145.710
Group 5	\$57.68	8	\$88.47	\$117.310	\$117.310	\$146.150
Group 6	\$57.79	8	\$88.58	\$117.475	\$117.475	\$146.370
Group 7	\$57.91	8	\$88.70	\$117.655	\$117.655	\$146.610
Group 8	\$58.08	8	\$88.87	\$117.910	\$117.910	\$146.950
Group 9	\$58.25	8	\$89.04	\$118.165	\$118.165	\$147.290
Group 10	\$59.25	8	\$90.04	\$119.665	\$119.665	\$149.290
Group 11	\$60.25	8	\$91.04	\$121.165	\$121.165	\$151.290
Group 12	\$61.25	8	\$92.04	\$122.665	\$122.665	\$153.290
Group 13	\$62.25	8	\$93.04	\$124.165	\$124.165	\$155.290

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER, MULTI-SHIFT) #**

Determination:

SC-23-63-2-2023-1B

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023**The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 763-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages:

Classification ^a (Journey person)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$56.25	8	\$87.04	115.165	115.165	\$143.290
Group 2	\$57.03	8	\$87.82	116.335	116.335	\$144.850
Group 3	\$57.32	8	\$88.11	116.770	116.770	\$145.430
Group 4	\$57.46	8	\$88.25	116.980	116.980	\$145.710
Group 5	\$57.68	8	\$88.47	117.310	117.310	\$146.150
Group 6	\$57.79	8	\$88.58	117.475	117.475	\$146.370
Group 7	\$57.91	8	\$88.70	117.655	117.655	\$146.610
Group 8	\$58.08	8	\$88.87	117.910	117.910	\$146.950
Group 9	\$58.25	8	\$89.04	118.165	118.165	\$147.290
Group 10	\$59.25	8	\$90.04	119.665	119.665	\$149.290
Group 11	\$60.25	8	\$91.04	121.165	121.165	\$151.290
Group 12	\$61.25	8	\$92.04	122.665	122.665	\$153.290
Group 13	\$62.25	8	\$93.04	124.165	124.165	\$155.290

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Classifications:

Group 1

Engineer Oiler

Group 2

Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
Ross Carrier Operator (Jobsite)

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator
Ojjo Earth Truss Driver Machine Operator or similar types
Snobble Unit (pin-n-go or similar type)

Group 5

Hydraulic Boom Truck/Knuckleboom
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6

Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist and/or Manlift Operator
Polar Gantry Crane Operator
Prentice Self-Loader
Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over ¾ yd and up to 5 cu yds, M.R.C.)

Shen Piler

Tugger Hoist Operator (2 drum)

Group 7

Pedestal Crane Operator
Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8

Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Rotational Telehandler Operator
Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)
Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

Group 9

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)
Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons

Group 10

ABI/IFundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yds.)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 4 and 5.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

^f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Dredger (Operating Engineer)*

Determination:
SC-63-12-23-2023-1

Issue Date:
February 22, 2023

Expiration date of determination:
July 31, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^c (1 ½ X) ^c	Saturday Overtime Hourly Rate ^c (1 ½ X) ^c	Sunday Overtime Hourly Rate ^c (2 X)	Holiday Overtime Hourly Rate ^c (3X)
Chief Engineer, Deck Captain	\$58.60	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$92.95	\$122.25	\$122.25	\$151.55	\$210.15
Leverman	\$61.60	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$95.95	\$126.75	\$126.75	\$157.55	\$219.15
Watch Engineer, Deckmate	\$55.52	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$89.87	\$117.63	\$117.63	\$145.39	\$200.91
Winchman (Stern Winch on Dredge)	\$54.97	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$89.32	\$116.81	\$116.81	\$144.29	\$199.26
Fireman-Oiler, Leveehand, Deckhand (can operate anchor scow under direction of mate), Bargeman	\$54.43	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$88.78	\$116.00	\$116.00	\$143.21	\$197.64

Classification	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday Overtime Hourly Rate (2 X)	Holiday Overtime Hourly Rate (3X)
Dozer Operator	\$55.63	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$89.98	\$117.80	\$117.80	\$145.61	\$201.24
Hydrographic Surveyor	\$57.06	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$91.41	\$119.94	\$119.94	\$148.47	\$205.53
Barge Mate	\$55.04	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$89.39	\$116.91	\$116.91	\$144.43	\$199.47
Welder	\$57.02	\$12.35	\$13.65	\$7.15	\$1.05	\$0.15	8	\$91.37	\$119.88	\$119.88	\$148.39	\$205.41

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

MISCELLANEOUS PROVISION:

Employees required to suit up and work in a hazardous material environment, shall receive two dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWageStart.asp>).

^a Includes an amount for annuity.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

Craft: Elevator Constructor#

Determination:

SC-62-X-999-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

December 31, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-477.

Localities:

All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below ^a.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacatio and Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^d	Saturday Overtime Hourly Rate (1 ½ X) ^d	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$63.95	\$16.075	\$20.56	\$5.81	\$0.70	\$1.00	8.0	\$108.095	\$140.070	\$140.070	\$172.045
Mechanic (employed in industry more than 5 years)	\$63.95	\$16.075	\$20.56	\$7.09	\$0.70	\$1.00	8.0	\$109.375	\$141.350	\$141.350	\$173.325
Helper ^e	\$44.77	\$16.075	\$20.56	\$4.07	\$0.70	\$1.00	8.0	\$87.175	\$109.560	\$109.560	\$131.945
Helper (employed in industry more than 5 years) ^e	\$44.77	\$16.075	\$20.56	\$4.96	\$0.70	\$1.00	8.0	\$88.065	\$110.450	\$111.450	\$132.835

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](#) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](#) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).
- a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.
- b Includes an amount for Annuity Trust Fund.
- c Includes an amount for 8 paid holidays.
- d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.
- e Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Fence Builder (Carpenter)#

Determination:
SC-23-31-20-2022-1

Issue Date:
August 22, 2022

Expiration date of determination: June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other ^a	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/ Holiday Overtime Hourly Rate
Fence Builder	\$43.14	\$8.00	\$5.50	\$7.06	\$0.67	\$1.83	8.0	\$66.23	\$87.80	\$87.80	\$109.37

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for Annuity.

^b Rate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

^c Saturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Fire Safety and Miscellaneous Sealing

Determination:
SC-3-5-4-2021-1

Issue Date:
August 22, 2021

Expiration date of determination:

August 31, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate ^d	Health and Welfare ^e	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) ^a	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) ^b
Asbestos Worker, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$19.60	\$10.01	\$0.00	\$0.90	\$0.05	8.0	\$30.56	\$40.36	\$50.16	\$69.76
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$25.18	\$10.01	\$0.00	\$1.26	\$0.05	8.0	\$36.50	\$49.09	\$61.68	\$86.86
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) ^c	\$27.73	\$10.01	\$8.12	\$1.33	\$0.05	8.0	\$47.24	\$61.105	\$74.97	\$102.70
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$32.09	\$10.01	\$8.12	\$1.53	\$0.05	8.0	\$51.80	\$67.845	\$83.89	\$115.98

Wages and Employer Payments (Shift):

Classification (Journeyperson) (Shift)	Basic Hourly Rate ^d	Health and Welfare ^e	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) ^f	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) ^b
Asbestos Worker, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$19.60	\$0.01	\$0.00	\$0.90	\$0.05	9	\$30.56	\$40.36	\$50.16	\$69.76
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$25.18	\$10.01	\$0.00	\$1.26	\$0.05	9	\$36.50	\$49.09	\$61.68	\$86.86
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) ^c	\$27.73	\$10.01	\$8.12	\$1.33	\$0.05	9	\$47.24	\$61.105	\$74.97	\$102.70
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$32.09	\$10.01	\$8.12	\$1.57	\$0.05	9	\$51.80	\$67.845	\$83.89	\$115.98

NOT FOR BID

Determination:
 SC-204-X-18-2022-1

Issue Date:
 August 22, 2022

Expiration date of determination:

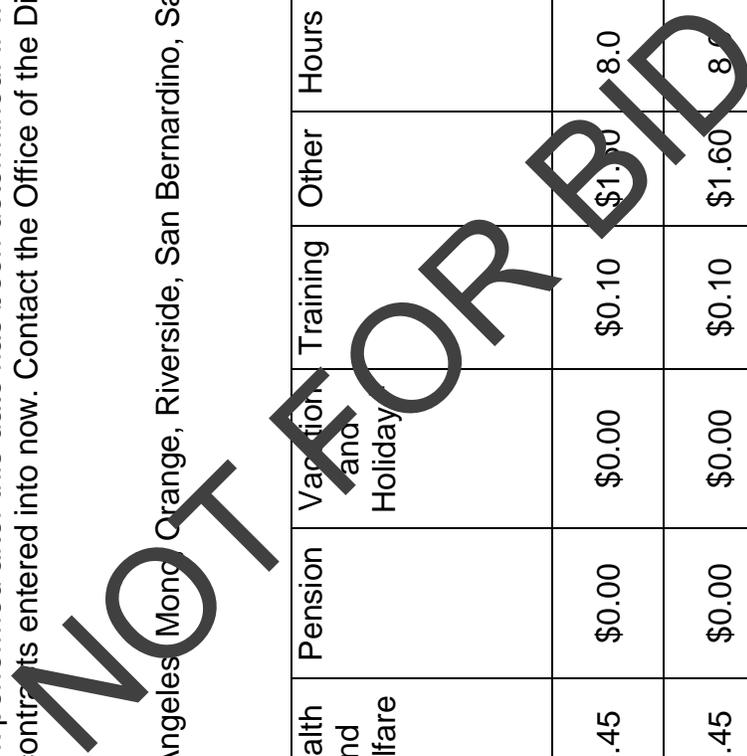
August 31, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Monterey, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate ^a	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) ⁱ	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) ^b
Plumber, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$22.11	\$8.45	\$0.00	\$0.00	\$0.10	\$1.00	8.0	\$32.26	\$43.315	\$54.37	\$76.48
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$28.37	\$8.45	\$0.00	\$0.00	\$0.10	\$1.60	8.0	\$38.52	\$52.705	\$66.255	\$93.355
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) ^c	\$31.45	\$8.45	\$7.67	\$0.00	\$0.10	\$1.60	8.0	\$49.27	\$64.995	\$79.835	\$109.515
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$36.25	\$8.45	\$7.67	\$0.00	\$0.10	\$1.60	8.0	\$54.07	\$72.195	\$88.935	\$122.415



Wages and Employer Payments (Shift):

Classification (Journeyperson) (Shift)	Basic Hourly Rate ^d	Health and Welfare	Pension	Vacation and Holiday ^h	Training	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) ⁱ	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) ^b
Plumber, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$23.22	\$8.45	\$0.00	\$0.00	\$0.10	\$1.60	8.0	\$33.37	\$44.98	\$56.59	\$79.81
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$29.73	\$8.45	\$0.00	\$0.00	\$0.10	\$1.60	8.0	\$39.88	\$54.745	\$68.975	\$97.435
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) ^c	\$32.93	\$8.45	\$7.67	\$0.00	\$0.10	\$1.60	8.0	\$50.75	\$67.215	\$82.795	\$113.955
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$37.92	\$8.45	\$7.67	\$0.00	\$0.10	\$1.60	8.0	\$55.74	\$74.70	\$92.275	\$127.425

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^b No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^c The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

^d Includes an amount per hour worked for Administrative Dues.

^e Includes an amount for Occupational Health and Research.

^f Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^g When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

^h Vacation/Holiday is included in the Basic Hourly Rate (no Vacation/Holiday amount for Class I Technician only) and shall be paid at time and one half for all overtime hours.

ⁱ Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Gunite Worker (Laborer)

Determination:

SC-102-345-1-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate ^a	Health and Welfare	Pension	Vacation and Holiday ^b	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^c ($1\frac{1}{2}X$)	Daily Overtime Hourly Rate ($2X$)	Saturday Overtime Hourly Rate ($1\frac{1}{2}X$) _{d e}	Saturday Overtime Hourly Rate ($2X$) _e	Sunday/ Holiday Overtime Hourly Rate ($2X$)
Ground Wire Man, Nozzleman, Rodman	\$48.50	\$8.75	\$8.40	\$6.35	\$0.09	8.0	\$72.09	\$96.74	\$120.59	\$96.34	\$120.59	\$120.59
Gunman	\$47.55	\$8.75	\$8.40	\$6.35	\$0.09	8.0	\$71.14	\$94.915	\$118.69	\$94.915	\$118.69	\$118.69
Reboundman	\$44.01	\$8.75	\$8.40	\$6.35	\$0.09	8.0	\$67.60	\$89.605	\$111.61	\$89.605	\$111.61	\$111.61
Entry-Level Gunite Worker Step 1 ^f (0-1000 hours)	\$31.75	\$5.68	\$7.51	\$6.35	\$0.06	8.0	\$51.35	\$67.225	\$83.10	\$67.225	\$83.10	\$83.10
Entry-Level Gunite Worker Step 2 ^f (1001- 2000 hours)	\$33.75	\$5.68	\$7.51	\$6.35	\$0.06	8.0	\$53.35	\$70.225	\$87.10	\$70.225	\$87.10	\$87.10

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

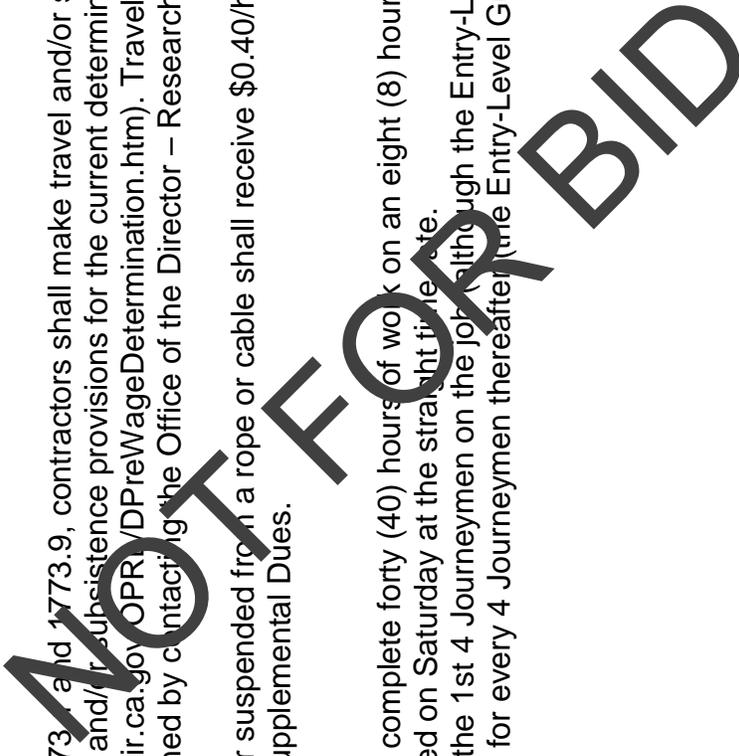
^b Includes an amount per hour worked for Supplemental Dues.

^c Rate applies to the first 3 overtime hours.

^d Rate applies to the first 11 overtime hours.

^e In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

^f Ratio is one Entry-Level Gunite Worker for the 1st 4 Journeymen on the job, although the Entry-Level Gunite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunite Worker for every 4 Journeymen thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).



**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

Craft: Horizontal Directional Drilling (Laborer)*

Determination:

SC-102-1184-1-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily	Saturday	Sunday/ Holiday
									Overtime Hourly Rate (1 ½ X)	Overtime Hourly Rate (1 ½ X) ^b	Overtime Hourly Rate (2 X)
Group 1 (Drilling Crew Laborer)	\$40.69	\$8.75	\$7.17	\$3.55	\$0.40	\$6.04	8.0	\$61.60	\$81.945	\$81.945	\$102.290
Group 2 (Vehicle Operator/ Hauler)	\$40.86	\$8.75	\$7.17	\$3.55	\$0.40	\$1.04	8.0	\$61.77	\$82.200	\$82.200	\$102.630
Group 3 (Horizontal Directional Drill Operator)	\$42.71	\$8.75	\$7.17	\$3.55	\$0.40	\$1.04	8.0	\$63.62	\$84.975	\$84.975	\$106.330
Group 4 (Electronic Tracking Locator, Subsurface Imaging Laborer)	\$44.71	\$8.75	\$7.17	\$3.55	\$0.40	\$1.04	8.0	\$65.62	\$87.975	\$87.975	\$110.330

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

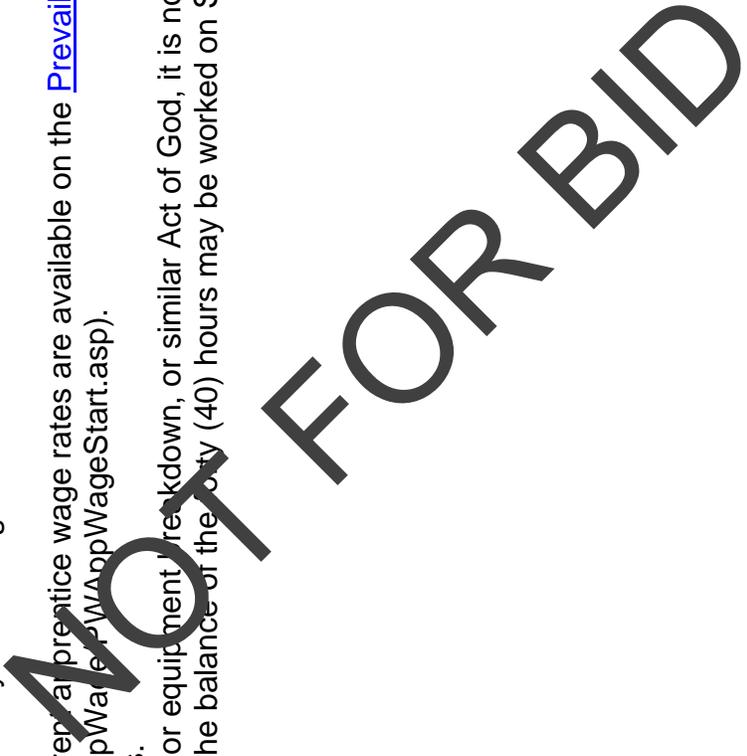
Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWageStart.asp>).

^a Includes an amount for Supplemental Dues.

^b In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Laborer and Related Classifications #

Determination:
SC-23-102-2-2022-1

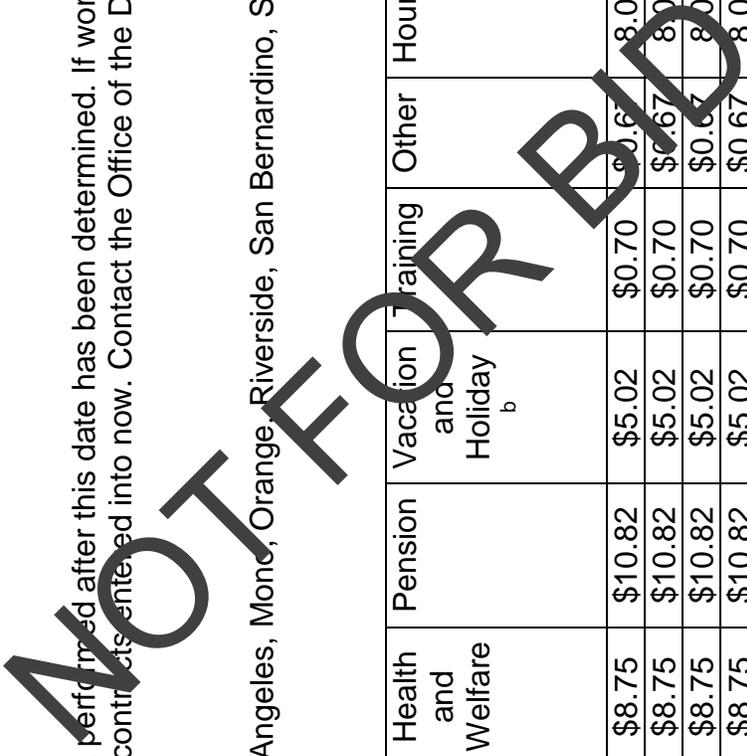
Issue Date:
August 22, 2022

Expiration date of determination: June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^c (1 ½ X)	Saturday Overtime Hourly Rate ^{cd} (1 ½ X)	Sunday/Holiday Overtime Hourly Rate ^e (2 X)
Group 1	\$39.23	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$65.19	\$84.805	\$84.805	\$104.420
Group 2	\$39.78	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$65.74	\$85.630	\$85.630	\$105.520
Group 3	\$40.33	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$66.29	\$86.455	\$86.455	\$106.620
Group 4	\$41.88	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$67.84	\$88.780	\$88.780	\$109.720
Group 5	\$42.23	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$68.19	\$89.305	\$89.305	\$110.420



Group 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarmen and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

Group 2

Asphalt Shovelers
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Linea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials
Laborer, Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Boom Sweeper (small)
Riprap, Stone Cover, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (Leadman)
Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type brush chippers
Underground Laborer, including Jackson Bellow

Group 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Backo, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-

Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

Group 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteaman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
High Scaler (including drilling of same)
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Subsurface Imaging Laborer
Traffic Lane Closure, certified

Group 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

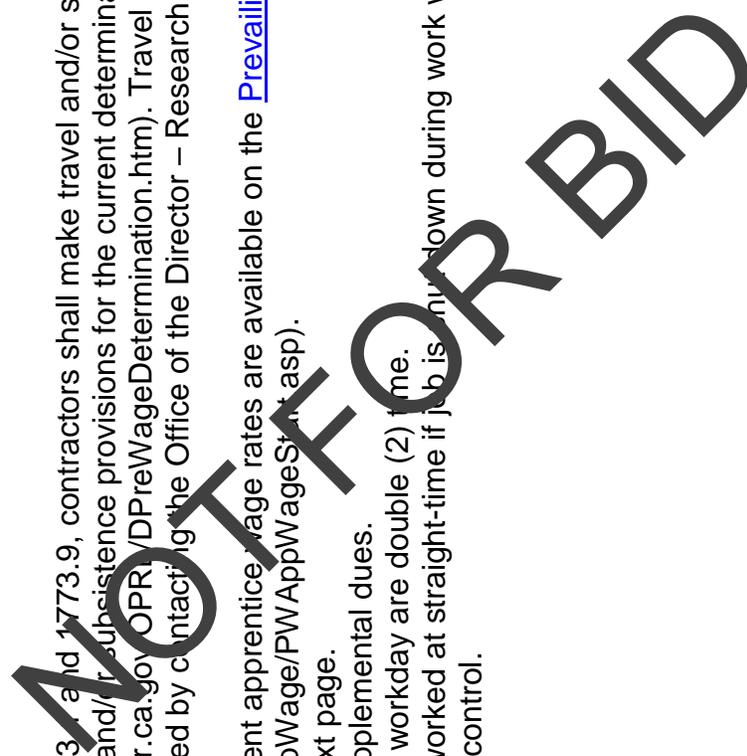
Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

a For classification within each group, see next page.

b Includes an amount per hour worked for supplemental dues.

c Any hours worked over 12 hours in a single workday are double (2) time.

d Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: LANDSCAPE/IRRIGATION LABORER/TENDER#

Determination:
 SC-102-X-14-2023-1

Issue Date:
 February 22, 2023

Expiration date of determination:
 July 31, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
 All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^b (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Laborer	\$37.42	\$8.75	\$10.82	\$5.02	\$0.70	\$0.50	8.0	\$63.21	\$81.92	\$81.92	\$100.63
Landscape Hydro Seeder	\$38.52	\$8.75	\$10.82	\$5.02	\$0.70	\$0.50	8.0	\$64.31	\$83.57	\$83.57	\$102.83

Determination:
 SC-102-X-14-2023-1A

Issue Date:
 February 22, 2023

Expiration date of determination:
 July 31, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Saturday Overtime Hourly Rate ^b (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Tender ^c	\$20.15	\$3.40	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$26.92	\$36.995	\$36.995	\$47.07

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

Craft: Landscape Maintenance Laborer
(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction) ^a

Determination:
SC-LML-2023-1

Issue Date:
February 22, 2023

Expiration date of determination:
March 31, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Employer Payments:

Locality	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X)
Imperial	\$15.50	\$0.00	\$0.00	\$0.115 ^b	\$0.17	\$0.00	8.0	\$15.785 ^c	\$23.535 ^c
Inyo, Mono and San Bernardino	\$15.50	\$0.00	\$0.00	\$0.30	\$0.17	\$0.00	8.0	\$15.97	\$23.72
Kern	\$15.50	\$0.00	\$0.00	\$0.16 ^d	\$0.17	\$0.00	8.0	\$15.83 ^c	\$23.58 ^c
	\$15.50	\$0.00	\$0.00	\$0.23 ^e	\$0.46	\$0.00	8.0	\$16.23 ^c	\$23.98 ^c
Los Angeles	\$15.50	\$0.89	\$0.00	\$0.115 ^f	\$0.14	\$0.00	8.0	\$16.645 ^c	\$24.395 ^c
Orange	\$15.50	\$0.00	\$0.00	\$0.11 ^g	\$0.11	\$0.00	8.0	\$15.72 ^c	\$23.47 ^c
Riverside	\$15.50	\$0.00	\$0.00	\$0.20 ^h	\$0.18	\$0.00	8.0	\$15.86 ^c	\$23.61 ^c
San Diego	\$15.50	\$0.00	\$0.00	\$0.22	\$0.11 ⁱ	\$0.00	8.0	\$15.835	\$23.585
	\$15.50	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$15.86	\$23.61
San Luis Obispo	\$15.50	\$0.00	\$0.00	\$0.15 ⁱ	\$0.15	\$0.00	8.0	\$15.80	\$23.55
	\$15.50	\$0.00	\$0.00	\$0.16 ^j	\$0.16	\$0.00	8.0	\$15.82	\$23.57
Santa Barbara	\$15.50	\$0.00	\$0.00	\$0.12 ^k	\$0.12	\$0.00	8.0	\$15.74 ^c	\$23.49 ^c
	\$15.50	\$0.00	\$0.00	\$0.13 ^l	\$0.13	\$0.00	8.0	\$15.76 ^c	\$23.51 ^c
Ventura	\$15.50	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$15.775	\$23.525
	\$15.50	\$2.97	\$0.00	\$0.19 ^m	\$0.26	\$0.00	8.0	\$18.92 ^c	\$26.67 ^c

NOTE:
If there are two rates, the first rate is for routine work, the second rate is for complex work.

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment used in such landscape maintenance.

^b \$0.22 after 3 years of service.

^c Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^d \$0.31 after 2 years of service.

^e \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^f \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^g \$0.22 after 4 years of service.

^h \$0.40 after 3 years of service.

ⁱ \$0.29 after 2 years of service.

^j \$0.31 after 2 years of service.

^k \$0.23 after 2 years of service.

^l \$0.27 after 2 years of service.

^m \$0.38 after 3 years of service.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

Craft: Landscape Operating Engineer#

Determination:
SC-63-12-33-2023-1

Issue Date:
February 22, 2023

Expiration date of determination:
October 31, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^c (1½ X)	Sunday Overtime Hourly Rate ^d (2X)	Holiday Overtime Hourly Rate ^d (3X)
Landscape Operating Engineer: Backhoe Operators; Skidsteer; Forklifts-Tree Planting Equipment (jobsite); HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment; Mulching Tractors; Roller Operators; Rubber-tired & Track Earthmoving Equipment; Skidloader Operators; Trencher-31 horsepower and up	\$46.01	\$12.35	\$13.15	\$3.85	\$1.05	\$0.15	8.0	\$76.56	\$99.565	\$122.570	\$168.580

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

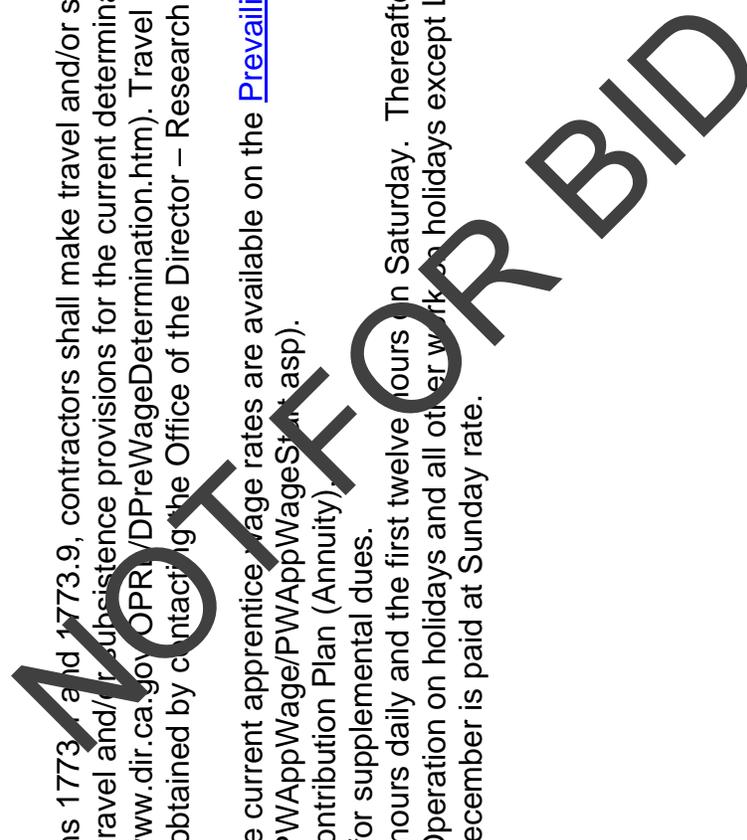
Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for the Defined Contribution Plan (Annuity).

^b Includes an amount per hour worked for supplemental dues.

^c Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^d All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Light Fixture Maintenance

Determination:
 SC-830-61-1-2023-1

Issue Date:
 February 22, 2023

Expiration date of determination:
 March 31, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:
 All localities within Riverside County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday/Sunday Overtime Hourly Rate (1½ X)	Holiday Overtime Hourly Rate (2 X)
Lighting Maintenance Service Person	\$15.50	\$0.29	\$0.00	\$0.34	8.0	\$16.13	\$23.88	\$23.88	\$31.63

Determination:
 SC-830-61-2-2023-1

Issue Date:
 February 22, 2023

Expiration date of determination:
 March 31, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within **San Bernardino** County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Lighting Maintenance Service Person	\$15.50	\$2.43	\$0.39	\$0.00	\$0.50	8.0	\$18.82	\$26.57	\$26.57

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY
 THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
 PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER#

Determination:

SC-23-63-2-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$53.90	8	\$84.69	\$111.640	\$111.640	\$138.590
Group 2	\$54.68	8	\$85.47	\$112.810	\$112.810	\$140.150
Group 3	\$54.97	8	\$85.76	\$113.245	\$113.245	\$140.730
Group 4	\$56.46	8	\$87.25	\$115.480	\$115.480	\$143.710
Group 6	\$56.68	8	\$87.47	\$115.810	\$115.810	\$144.150
Group 8	\$56.79	8	\$87.58	\$115.975	\$115.975	\$144.370
Group 10	\$56.91	8	\$87.70	\$116.155	\$116.155	\$144.610
Group 12	\$57.02	8	\$87.87	\$116.410	\$116.410	\$144.950
Group 13	\$57.18	8	\$87.97	\$116.560	\$116.560	\$145.150
Group 14	\$57.21	8	\$88.00	\$116.605	\$116.605	\$145.210
Group 15	\$57.29	8	\$88.08	\$116.725	\$116.725	\$145.370
Group 16	\$57.41	8	\$88.20	\$116.905	\$116.905	\$145.610
Group 17	\$57.58	8	\$88.37	\$117.160	\$117.160	\$145.950
Group 18	\$57.68	8	\$88.47	\$117.310	\$117.310	\$146.150
Group 19	\$57.79	8	\$88.58	\$117.475	\$117.475	\$146.370
Group 20	\$57.91	8	\$88.70	\$117.655	\$117.655	\$146.610
Group 21	\$58.08	8	\$88.87	\$117.910	\$117.910	\$146.950
Group 22	\$58.18	8	\$88.97	\$118.060	\$118.060	\$147.150
Group 23	\$58.29	8	\$89.08	\$118.225	\$118.225	\$147.370
Group 24	\$58.41	8	\$89.20	\$118.405	\$118.405	\$147.610
Group 25	\$58.58	8	\$89.37	\$118.660	\$118.660	\$147.950

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #

Determination:

SC-23-63-2-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$54.90	8	\$85.69	\$113.140	\$113.140	\$140.590
Group 2	\$55.68	8	\$86.47	\$114.310	\$114.310	\$142.150
Group 3	\$55.97	8	\$86.76	\$114.745	\$114.745	\$142.730
Group 4	\$57.46	8	\$88.25	\$116.980	\$116.980	\$145.710
Group 6	\$57.68	8	\$88.47	\$117.310	\$117.310	\$146.150
Group 8	\$57.79	8	\$88.58	\$117.475	\$117.475	\$146.370
Group 10	\$57.91	8	\$88.70	\$117.655	\$117.655	\$146.610
Group 12	\$58.08	8	\$88.87	\$117.910	\$117.910	\$146.950
Group 13	\$58.18	8	\$88.97	\$118.060	\$118.060	\$147.150
Group 14	\$58.21	8	\$89.00	\$118.105	\$118.105	\$147.210
Group 15	\$58.29	8	\$89.08	\$118.225	\$118.225	\$147.370
Group 16	\$58.41	8	\$89.20	\$118.405	\$118.405	\$147.610
Group 17	\$58.58	8	\$89.37	\$118.660	\$118.660	\$147.950
Group 18	\$58.68	8	\$89.47	\$118.810	\$118.810	\$148.150
Group 19	\$58.79	8	\$89.58	\$118.975	\$118.975	\$148.370
Group 20	\$58.91	8	\$89.70	\$119.155	\$119.155	\$148.610
Group 21	\$59.08	8	\$89.87	\$119.410	\$119.410	\$148.950
Group 22	\$59.18	8	\$89.97	\$119.560	\$119.560	\$149.150
Group 23	\$59.29	8	\$90.08	\$119.725	\$119.725	\$149.370
Group 24	\$59.41	8	\$90.20	\$119.905	\$119.905	\$149.610
Group 25	\$59.58	8	\$90.37	\$120.160	\$120.160	\$149.950

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1772.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

NOT FOR BID

GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#

Determination:

SC-23-63-2-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$54.90	8	\$85.69	\$113.140	\$113.140	\$140.590
Group 2	\$55.68	8	\$86.47	\$114.310	\$114.310	\$142.150
Group 3	\$55.97	8	\$86.76	\$114.745	\$114.745	\$142.730
Group 4	\$57.46	8	\$88.25	\$116.980	\$116.980	\$145.710
Group 5	\$57.56	8	\$88.35	\$117.130	\$117.130	\$145.910
Group 6	\$57.68	8	\$88.47	\$117.310	\$117.310	\$146.150
Group 7	\$57.78	8	\$88.57	\$117.460	\$117.460	\$146.350
Group 8	\$57.79	8	\$88.58	\$117.475	\$117.475	\$146.370
Group 9	\$57.89	8	\$88.68	\$117.625	\$117.625	\$146.570
Group 10	\$57.91	8	\$88.70	\$117.655	\$117.655	\$146.610
Group 11	\$58.01	8	\$88.80	\$117.805	\$117.805	\$146.810
Group 12	\$58.08	8	\$88.87	\$117.910	\$117.910	\$146.950
Group 13	\$58.18	8	\$88.97	\$118.060	\$118.060	\$147.150
Group 14	\$58.21	8	\$89.00	\$118.105	\$118.105	\$147.210
Group 15	\$58.29	8	\$89.08	\$118.225	\$118.225	\$147.370
Group 16	\$58.41	8	\$89.20	\$118.405	\$118.405	\$147.610
Group 17	\$58.58	8	\$89.37	\$118.660	\$118.660	\$147.950
Group 18	\$58.68	8	\$89.47	\$118.810	\$118.810	\$148.150
Group 19	\$58.79	8	\$89.58	\$118.975	\$118.975	\$148.370
Group 20	\$58.91	8	\$89.70	\$119.155	\$119.155	\$148.610
Group 21	\$59.08	8	\$89.87	\$119.410	\$119.410	\$148.950
Group 22	\$59.18	8	\$89.97	\$119.560	\$119.560	\$149.150
Group 23	\$59.29	8	\$90.08	\$119.725	\$119.725	\$149.370
Group 24	\$59.41	8	\$90.20	\$119.905	\$119.905	\$149.610

Classification ^a (Journey person)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 25	\$59.58	8	\$90.37	\$120.160	\$120.160	\$149.950

Employer Payments:

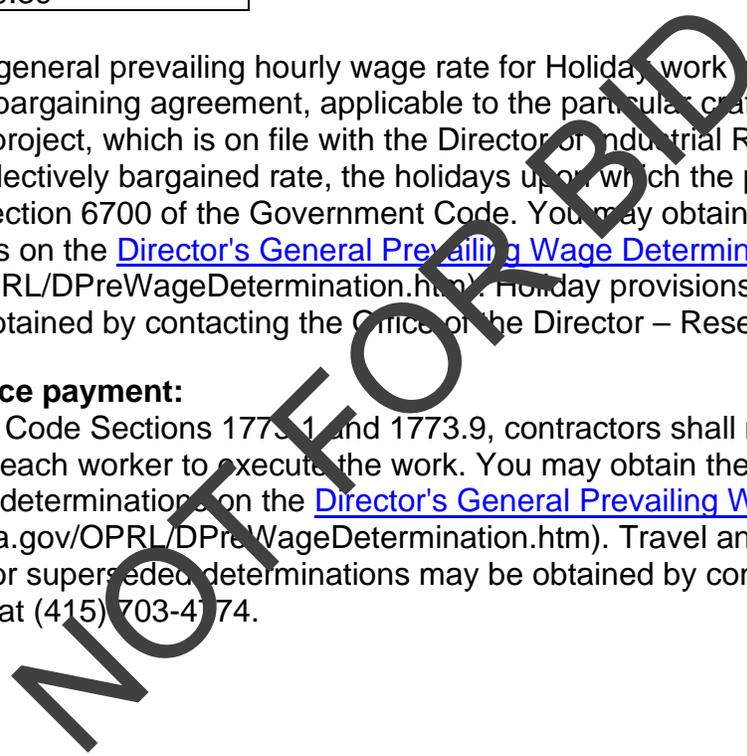
Type of Fund	Amount per Hour
Health and Welfare	\$12.35
Pension ^d	\$13.15
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.39

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



Classifications:

Group 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes loed, lull or similar types – under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Inertial Profiler Operator
Pump Operator
Signalman
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Coil Tubing Rig Operator
Concrete Mixer Operator – Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes loed, lull or similar types – over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)

Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30' maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired-with all attachments (operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power – Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Placer Operator
Concrete Planer Operator

Dandy Digger
Deck Engine Operator
Deck Engineer
Derrickman (oilfield type)
Drilling Machine Operator, Bucket or Auger types
(Calweld 100 bucket or similar types – Watson
1000 auger or similar types – Texoma 330, 500 or
600 auger or similar types – drilling depth of 45'
maximum)
Drilling Machine Operator (including water wells)
Forced Feed Loader
Hydraulic Casing Oscillator Operator – drilling depth
of 45' maximum
Hydro Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, Curb or Gutter (concrete or
asphalt)
Mechanical Finisher Operator (concrete, Clary-
Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single
engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over
 $\frac{3}{4}$ yds. and up to and including $\frac{1}{2}$ yds.)
Slip Form Pump Operator (power driven hydraulic
lifting device for concrete forms)
Tractor Operator – Bulldozer, Tamper-Scraper
(single engine, up to 100 H.P. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System
Operator
Vacuum Blasting Machine Operator
Volumetric Mixer Operator
Welder - General

Group 7 (for multi-shift rate, see Pages 5 and 6)

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (tamping or
finishing)
Asphalt Paving Machine Operator (barber greene or
similar type, one (1) Screedman)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including $\frac{3}{4}$ yds.)
small ford, case or similar types
Backhoe Operator (over $\frac{3}{4}$ yd. and up to 5 cu. yds.
M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
Combination Mixer and Compressor Operator
(gunite work)
Compactor Operator – Self Propelled
Concrete Mixer Operator – Paving
Crushing Plant Operator
Drill Dock
Drilling Machine Operator, Bucket or Auger types
(Calweld 150 bucket or similar types – Watson
500, 2000, 2500 auger or similar types –
Texoma 700, 800 auger or similar types – drilling
depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired with all attachments
(Operating Weight 21,000 lbs – 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator – drilling depth
of 60' maximum
Hydraulic Operated Grout Plant (excludes hand
loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar
types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw

Pneumatic Concrete Placing Machine Operator
(Hackley-Presswell or similar type)
Prentice 721E Hydro-Ax
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous
Provision #4 for additional information regarding
this classification)
Rotary Drill Operator (excluding caison type)
Rubber-Tired Earth Moving Equipment Operator
(single engine, caterpillar, euclid, atthey wagon,
and similar types with any and all attachments
over 25 yds. and up to and including 50 cu yds.
struck)
Rubber-Tired Earth Moving Equipment Operator
(multiple engine – up to and including 25 yds.
struck)
Rubber-Tired Scraper Operator (self-loading paddle
wheel type – John Deere, 1040 and similar single
unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1
½ yds. up to and including 6 ½ yds.)
Soil Remediation Plant Operator (CMI, Envirotech or
Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Speed Swing Operator
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than P-5 – 100
flyweel H.P. and over, or similar – bulldozer,
tamper, scraper and push tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending
Machine Operator)
Trenching Machine Operator (over 6 ft. depth
capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment
(over 6ft. depth capacity, manufacturer's rating –
Oiler or Journeyman Trainee required)
Ultra High Pressure Waterjet Cutting Tool System
Mechanic
Water Pull (compaction)

Group 9 (for multi-shift rate, see Pages 5 and 6)
Heavy Duty Repairman (Multi-Shift)

Group 10

Backhoe Operator (over 5 cu. yds. M.R.C.)
Drilling Machine Operator, Bucket or Auger types
(Calweld 200 B bucket or similar types – Watson
3000 or 5000 auger or similar types – Texoma
900 auger or similar types – drilling depth of 105'
maximum)
Dual Drum Mixer
Dynamic Compactor LDC350 or similar types
Heavy Duty Repairman-Welder combination
Hydraulic Casing Oscillator Operator – drilling depth
of 105' maximum
Monorail Locomotive Operator (diesel, gas or
electric)
Motor Patrol – Blast Operator (single engine)
Multiple Engine Tractor Operator (euclid and similar
type – except quad 9 cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-stressed Wrapping Machine Operator (2
Operators required)
Rubber – Tired Earth Moving Equipment Operator
(single engine, over 50 yds. struck)
Rubber – Tired Earth Moving Equipment Operator
(multiple engine, euclid caterpillar and similar –
over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type
over 6 ½ yds.)
Unmanned Aircraft Systems (UAS Drones) Operator
(when used in conjunction with hoisting and
placing materials)
Welder – Certified
Woods Mixer Operator (and similar pugmill
equipment)

Group 11 (for multi-shift rate, see Pages 5 and 6)

Heavy Duty Repairman – Welder Combination
(Multi-Shift)
Welder – Certified (Multi-Shift)

Group 12

Auto Grader Operator
Automatic Slip Form Operator
Backhoe Operator (over 7 cu. yds. M.R.C.)
Drilling Machine Operator, Bucket or Auger types
(Calweld, auger 200 CA or similar types –
Watson, auger 6000 or similar types – hughes
super duty, auger 200 or similar types – drilling
depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments
(Operating Weight 100,000 lbs. – 200,000 lbs.)
Hoe Ram or similar with compressor
Hydraulic Casing Oscillator Operator – drilling depth
of 175' maximum
Mass Excavator Operator – less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator
(multiple engine, euclid, caterpillar and similar
type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator
(paddle-wheel-auger type self-loading – (two (2)
or more units)

Group 13

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator
Canal Trimmer Operator
Drilling Machine Operator, Bucket or Auger types
(Calweld, auger 200 CA or similar types –
watson, auger 6000 or similar types – hughes
super duty, auger 200 or similar types – drilling
depth of 300' maximum)
Remote Controlled Earth Moving Operator (\$1.00
per hour additional to base rate)
Wheel Excavator Operator (over 700 cu. yds. per
hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, caterpillar, euclid, athey wagon,
and similar types with any and all attachments
over 25 and up to and including 50 cu. yds.
struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine - up to and including 25 yds.
struck)

Group 16

Excavator Track/Rubber Tired – with all attachments
(Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar,
over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar
type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type
tractors in tandem – Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, up to and
including 25 yds. struck)

Group 19

Rutex Concrete Belt Operator
Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, caterpillar,
euclid, athey wagon, and similar types with any
and all attachments over 25 yds. and up to and
including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engines, up to and
including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, over 50 yds.
struck)

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engine, euclid,
caterpillar and similar, over 25 yds. and up to 50
yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 25

Concrete Pump Operator-Truck Mounted Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 7 through 11.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

^f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

Craft: Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)#

Determination:
SC-23-102-6-2023-1

Issue Date:
February 22, 2023

Expiration date of determination: June 30, 2023**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^b	Training Over Hours ^c	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 th & 7 th Day Overtime Hourly Rate ^d (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$41.90	\$8.75	\$7.77	\$5.26	\$1.37	\$65.61	\$86.560	\$86.560	\$107.51
Group 2	\$43.20	\$8.75	\$7.77	\$5.26	\$1.37	\$66.91	\$88.510	\$88.510	\$110.11
Group 3	\$45.21	\$8.75	\$7.77	\$5.26	\$1.37	\$68.92	\$91.525	\$91.525	\$114.13
Group 4	\$46.95	\$8.75	\$7.77	\$5.26	\$1.37	\$71.66	\$94.135	\$94.135	\$117.61

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS:

Group 1

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)
Truck Mounted Attenuator
Automatous Truck Mounted Attenuator
Installation of carstops
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience
Asphalt Repair
Equipment Repair Technician
Truncated Dome Assitant
Decorative Asphalt Surfacing Applicator Assistant

Group 2

Traffic Surface Abrasive Blaster
Traffic Control Person/Certified Traffic Control Person
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means and other work not directly connected with the application of slurry seal
Slurry Seal Squeegee man (finisher)
Bob Cat/Skid Steer
Seal Roller
Forklift

Slurry Seal Applicator Operator (Line Driver- including self-contained distribution units, aggregate spreader truck)

Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials
Truncated Dome Technician
Decorative Asphalt Surfacing Applicator

Group 4

Traffic Striping Applicator
Slurry Seal Mixer Operator
Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

Group 3

Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Marking Applicator

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Page 2.

^b Includes an amount per hour worked for Supplemental Dues.

^c Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

^d The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

GENERAL PREVAILING WAGE DETERMINATION MADE BY
 THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
 PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

Determination:

SC-23-261-2-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$36.19	8	\$68.73	\$86.825	\$86.825	\$104.92
Group II	\$36.34	8	\$68.88	\$87.05	\$87.05	\$105.22
Group III	\$36.47	8	\$69.01	\$87.245	\$87.245	\$105.48
Group IV	\$36.66	8	\$69.20	\$87.53	\$87.53	\$105.86
Group V	\$36.69	8	\$69.23	\$87.575	\$87.575	\$105.92
Group VI	\$36.72	8	\$69.26	\$87.62	\$87.62	\$105.98
Group VII	\$36.97	8	\$69.51	\$87.995	\$87.995	\$106.48
Group VIII	\$37.22	8	\$69.76	\$88.37	\$88.37	\$106.98
Group IX	\$37.42	8	\$69.96	\$88.67	\$88.67	\$107.38
Group X	\$37.72	8	\$70.26	\$89.12	\$89.12	\$107.98
Group XI	\$38.22	8	\$70.76	\$89.87	\$89.87	\$108.98

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$22.40	8	\$53.79	\$64.99	\$64.99	\$76.19
2001-4000 hours	\$24.40	8	\$56.04	\$68.24	\$68.24	\$80.44
4001-6000 hours	\$26.40	8	\$58.29	\$71.49	\$71.49	\$84.69

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

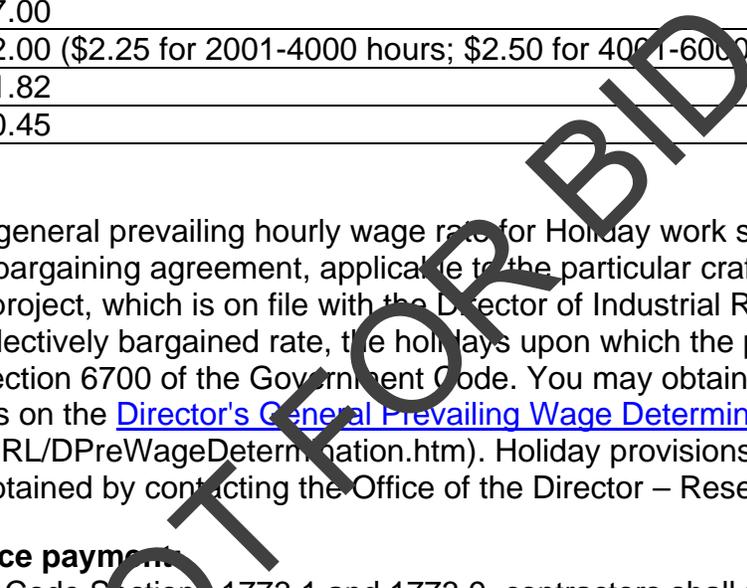
Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payments:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SPECIAL SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

SC-23-261-2-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$37.19	8	\$69.73	\$88.325	\$88.325	\$106.92
Group II	\$37.34	8	\$69.88	\$88.55	\$88.55	\$107.22
Group III	\$37.47	8	\$70.01	\$88.745	\$88.745	\$107.48
Group IV	\$37.66	8	\$70.20	\$89.03	\$89.03	\$107.86
Group V	\$37.89	8	\$70.23	\$89.075	\$89.075	\$107.92
Group VI	\$37.79	8	\$70.26	\$89.12	\$89.12	\$107.98
Group VII	\$37.97	8	\$70.51	\$89.495	\$89.495	\$108.48
Group VIII	\$38.22	8	\$70.76	\$89.87	\$89.87	\$108.98
Group IX	\$38.42	8	\$70.96	\$90.17	\$90.17	\$109.38
Group X	\$38.72	8	\$71.26	\$90.62	\$90.62	\$109.98
Group XI	\$39.22	8	\$71.76	\$91.37	\$91.37	\$110.98

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$22.40	8	\$53.79	\$64.99	\$64.99	\$76.19
2001-4000 hours	\$24.40	8	\$56.04	\$68.24	\$68.24	\$80.44
4001-6000 hours	\$26.40	8	\$58.29	\$71.49	\$71.49	\$84.69

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

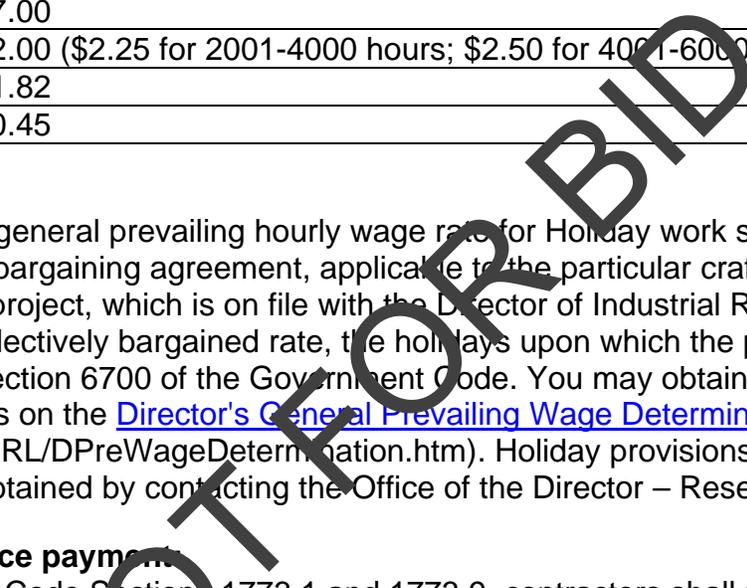
Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payments:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY
THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER (SECOND SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

SC-23-261-2-2022-1

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours ^e	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$38.19	8	\$70.73	\$89.825	\$89.825	\$108.92
Group II	\$38.34	8	\$70.88	\$90.05	\$90.05	\$109.22
Group III	\$38.47	8	\$71.01	\$90.245	\$90.245	\$109.48
Group IV	\$38.66	8	\$71.20	\$90.53	\$90.53	\$109.86
Group V	\$38.88	8	\$71.23	\$90.575	\$90.575	\$109.92
Group VI	\$38.72	8	\$71.26	\$90.62	\$90.62	\$109.98
Group VII	\$38.97	8	\$71.51	\$90.995	\$90.995	\$110.48
Group VIII	\$39.22	8	\$71.76	\$91.37	\$91.37	\$110.98
Group IX	\$39.42	8	\$71.96	\$91.67	\$91.67	\$111.38
Group X	\$39.72	8	\$72.26	\$92.12	\$92.12	\$111.98
Group XI	\$40.22	8	\$72.76	\$92.87	\$92.87	\$112.98

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours ^e	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$22.40	8	\$53.79	\$64.99	\$64.99	\$76.19
2001-4000 hours	\$24.40	8	\$56.04	\$68.24	\$68.24	\$80.44
4001-6000 hours	\$26.40	8	\$58.29	\$71.49	\$71.49	\$84.69

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

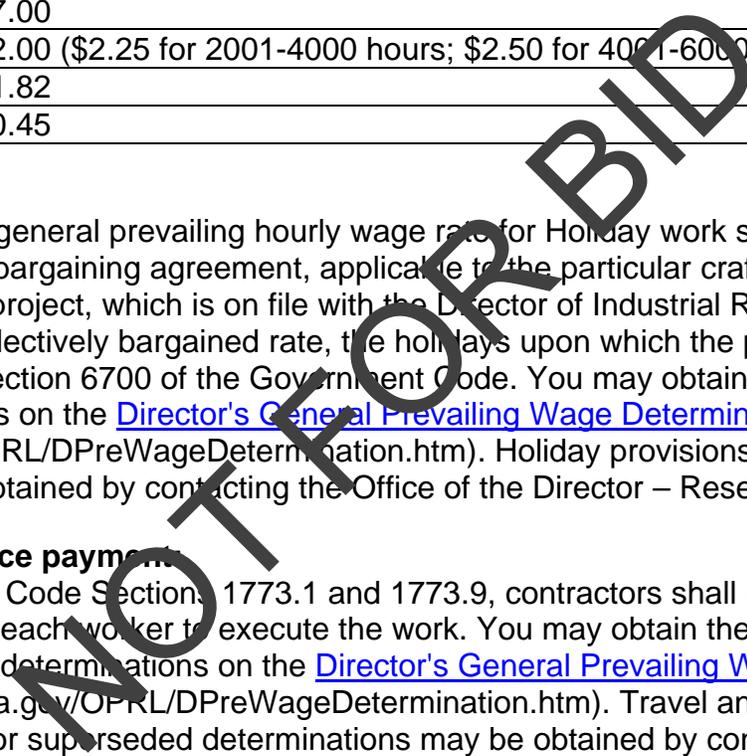
Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$7.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payments:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



Classifications:

Group I

Warehouseman and Teamster

Group II

Driver of Vehicle or Combination of Vehicles - 2 axles
Traffic Control Pilot Car, excluding moving heavy
equipment permit load
Truck Mounted Power Broom

Group III

Driver of Vehicle or Combination of Vehicles - 3 axles
Bootman
Cement Mason Distribution Truck
Fuel Truck Driver
Water Truck - 2 axles
Dump Truck of less than 16 yards water level
Erosion Control Driver

Group IV

Driver of Transit Mix Truck-Under 3 yds
Dumpcrete Truck Less than 6½ yards water level
Truck Repairman Helper

Group V

Water Truck 3 or more axles
Warehouseman Clerk
Slurry Truck Driver

Group VI

Driver of Transit Mix Truck - 3 yds or more
Dumpcrete Truck 6½ yds water level and over
Driver of Vehicle or Combination of Vehicles - 4 or
more axles
Driver of Oil Spreader Truck
Dump Truck 16 yds to 25 yds water level

Side Dump Trucks
Flow Boy Dump Trucks

Group VII

A Frame, Swedish Crane or Similar
Forklift Driver
Ross Carrier Driver

Group VIII

Dump Truck of 25 yds to 49 yards water level
Truck Repairman
Water Pull Single Engine
Welder

Group IX

Truck Repairman Welder
Low Bed Driver, 3 axles or over

Group X

Working Truck Driver
Truck Greaser and Tireman - \$0.50 additional for
Tireman
Pipeline and Utility Working Truck Driver, including
Winch Truck and Plastic Fusion, limited to Pipeline
and Utility Work
Dump Truck and Articulating - 50 yards or more water
level
Water Pull Single Engine with attachment

Group XI

Water Pull Twin Engine
Water Pull Twin Engine with attachments
Winch Truck Driver - \$0.25 additional when operating
a Winch or similar special attachment

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Page 7.

^b Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^c Includes an amount for Supplemental Dues.

^d Subjourneyman may be employed at a ratio of one subjourneyman for every five journeyman.

^e The third shift shall work 6.5 hours, exclusive of meal period, for which 8-hours straight time shall be paid at the non-shift rate, Monday through Friday.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: TREE MAINTENANCE (LABORER) ¹

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION) ²

Determination:

SC-102-X-20-2022-2

Issue Date:

August 22, 2022

Expiration date of determination:

June 30, 2023** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey/person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Senior Tree Trimmer	\$23.89	\$3.30	\$2.26	\$2.47	\$0.00	8.0	\$32.22	\$44.165	\$56.11
Tree Trimmer	\$21.89	\$3.30	\$2.26	\$2.27	\$0.00	8.0	\$30.02	\$40.965	\$51.91
Groundperson	\$20.25	\$3.30	\$2.26	\$2.12	\$0.00	8.0	\$28.23	\$38.355	\$48.48

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

- ¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.
- ² This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.
 - ^a There shall be at least one Senior Tree Trimmer for crews of three or more.
 - ^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

NOT FOR BID

Determination:
SC-3-5-3-2022-1

Issue Date:
August 22, 2022

Expiration date of determination:
July 2, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate
Hazardous Material Handler Mechanic	\$23.52 ^h	\$6.38 ⁱ	\$6.17	\$0.00	\$0.82	\$0.00	8.0	\$36.89	\$48.65	\$48.65	\$48.65 ^j

Note:

Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 6208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

^b Includes \$0.01 for Occupational Health Plan.

^c Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

^d Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

^e Rate applies to all other Daily and Saturday overtime hours.

^f Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

^g \$174.01 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sundays and observed holidays may be worked at the time and one half rate.

^h Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

ⁱ Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.

^j \$83.93 per hour for work on Labor Day.

NOT FOR BID

*Federal Minimum Wages
(Pink Pages)*

inserted here

NOT FOR BIDD

"General Decision Number: CA20220026 04/29/2022

Superseded General Decision Number: CA20210026

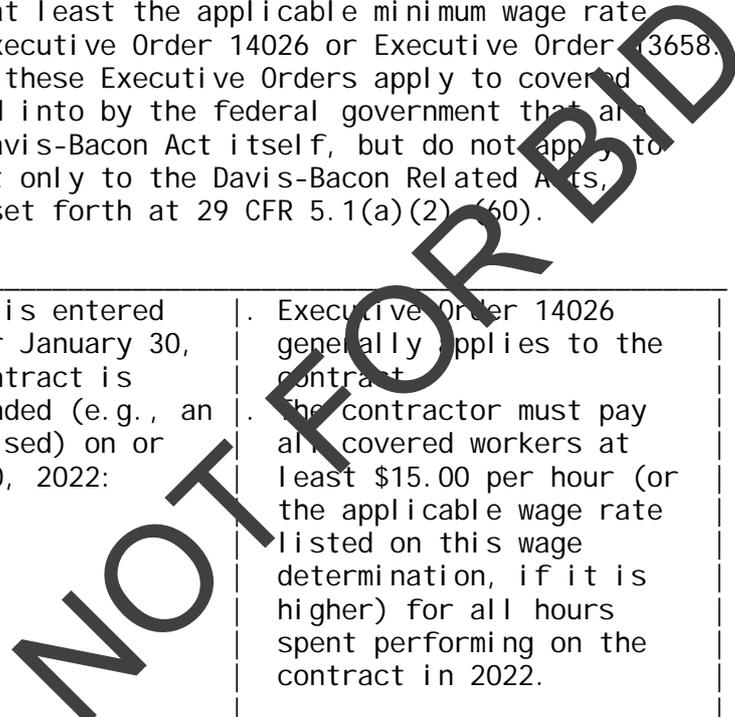
State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).



If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022

ASBE0005-002 09/01/2021

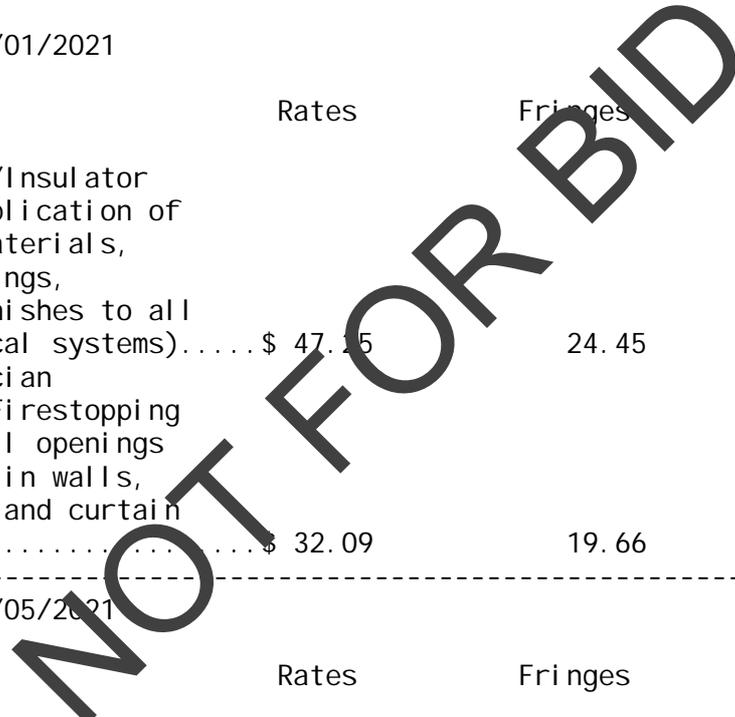
	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81



* BRCA0004-011 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.48	18.63

*The wage scale for prevailing wage projects performed in Blythe, China Lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.10
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.51

* BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.45	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal

lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer....	\$ 21.85	7.15

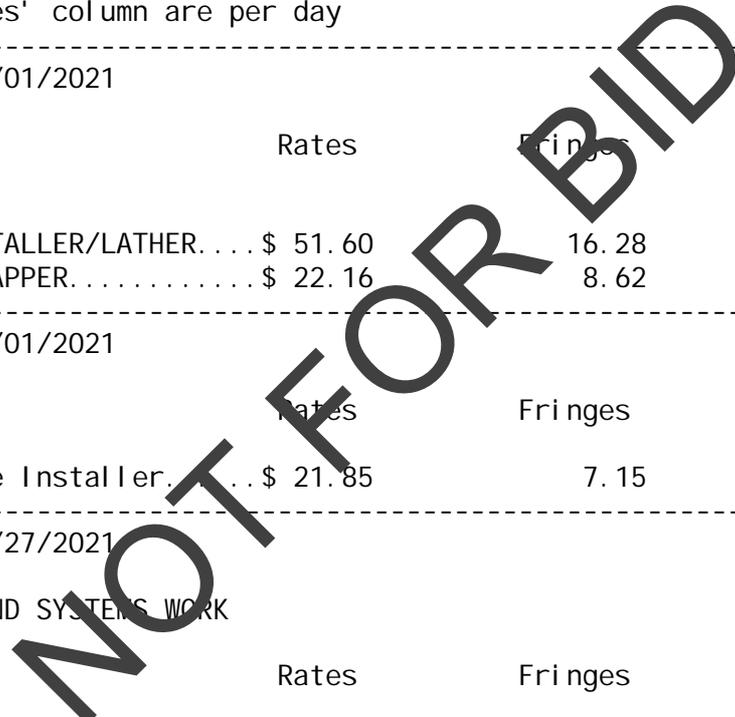
 ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 39.60	3%+16.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems



that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

 ELEC0477-002 06/01/2021

	Rates	Fringes
Electricians:.....	\$ 45.75	3%+25.33

CABLE SPLICER: \$1.50 per hour above Electrician rate.
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
 Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

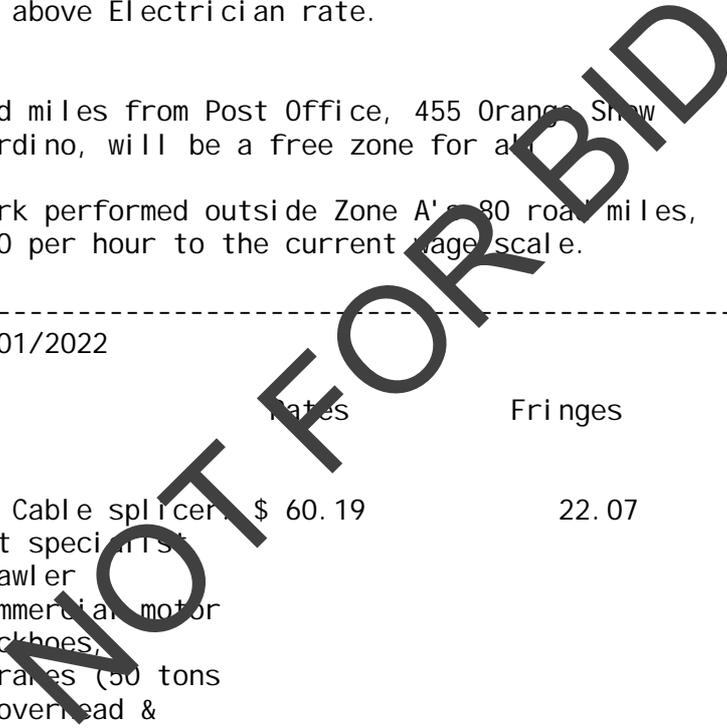
 ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer.....	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b



FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI 0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.55	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

NOT FOR BID

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

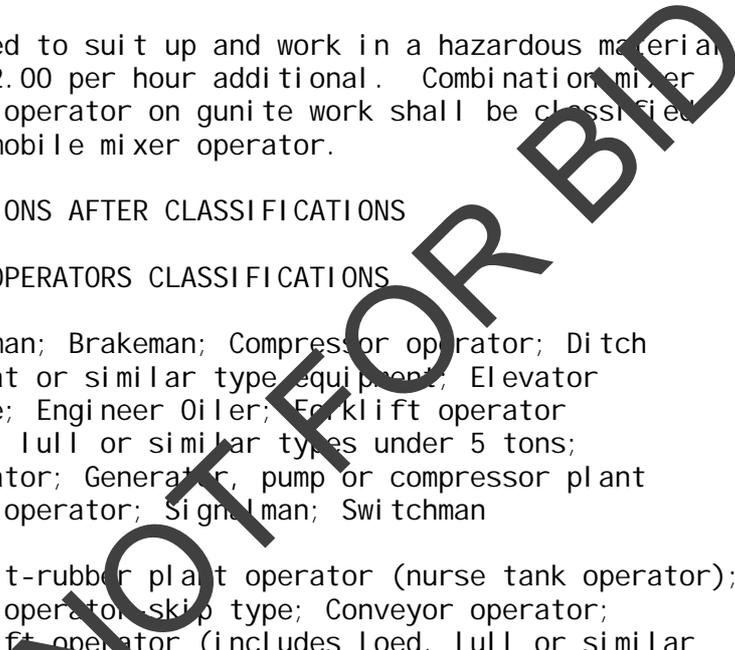
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signaller; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator, skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or



similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic spreader machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginni's internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator;

Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation planer operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments); Travelling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loader, tumbler or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier

operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over

NOT FOR BID

200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern

NOT FOR BID

County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM

to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

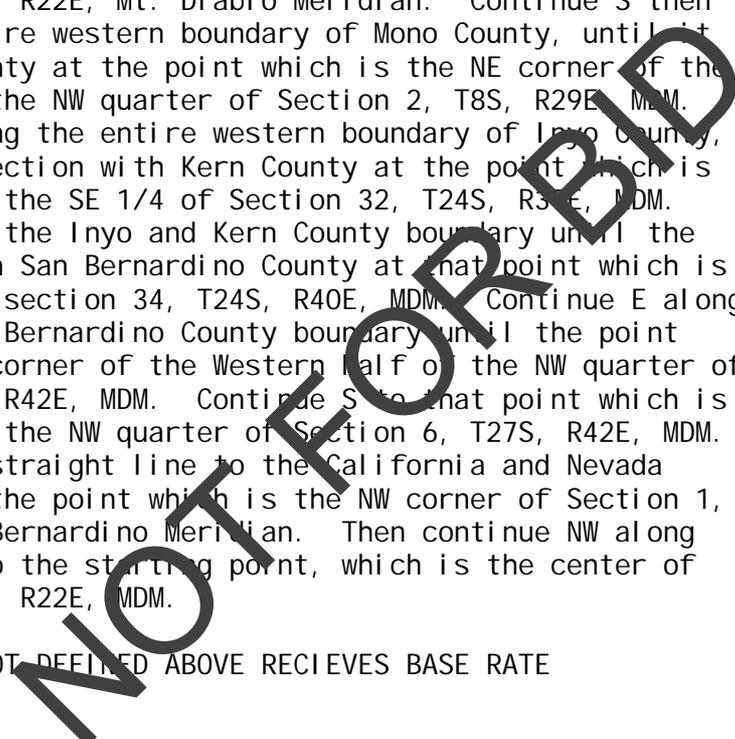
\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R35E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00



IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42

bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing and steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including liaison bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2- (2 ft) drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize

concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00783-005 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; curbs; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; hot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/05/2020

Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

 PAI N0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

 PAI N0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

 PAI N0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

 PAI N1247-002 01/01/2021

Rates	Fringes
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SOFT FLOOR LAYER.....\$ 38.75 14.03

PLAS0200-008 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

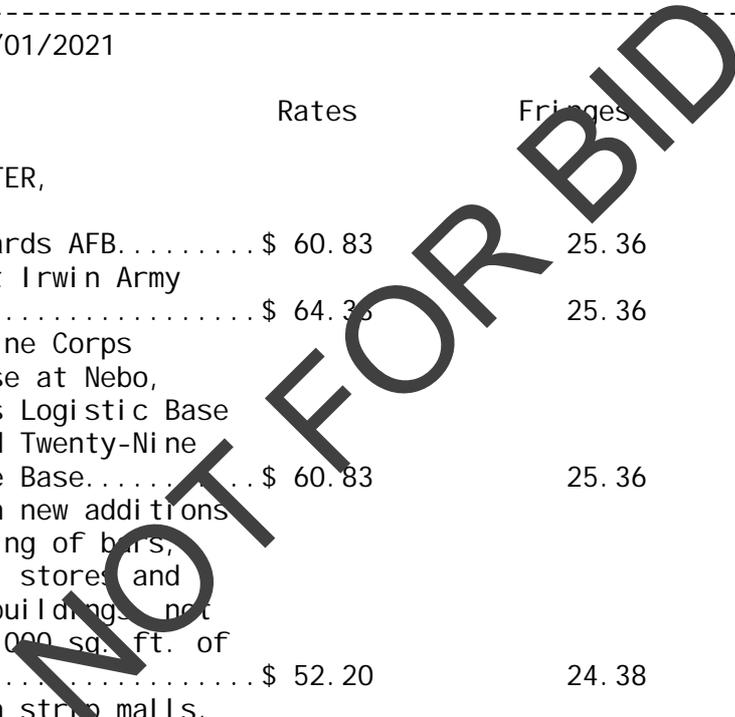
PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	38.50	25.91

PLUM0016-002 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 60.83	25.36
Work at Fort Irwin Army Base.....	\$ 64.35	25.36
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....	\$ 60.83	25.36
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 53.83	25.36

PLUM0345-001 09/01/2021



	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

 ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

 SFCA0669-009 04/01/2022

Does not include the northern part of the City of Chino or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.25	26.77

 SFCA0709-004 01/01/2021

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

 SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 50.23	29.60
(2) Industrial work including air pollution		

NOT FOR BID

control systems, noise
 abatement, hand rails,
 guard rails, excluding
 aritechtrual sheet metal
 work, excluding A-C,
 heating, ventilating
 systems for human comfort...\$ 48.28 29.46

 TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
 El Centro Naval Facility, Fort Irwin, Marine Corps
 Logistics Base at Nebo & Yermo, Mountain Warfare Training
 Center, Bridgeport, Point Arguello, Point Conception,
 Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

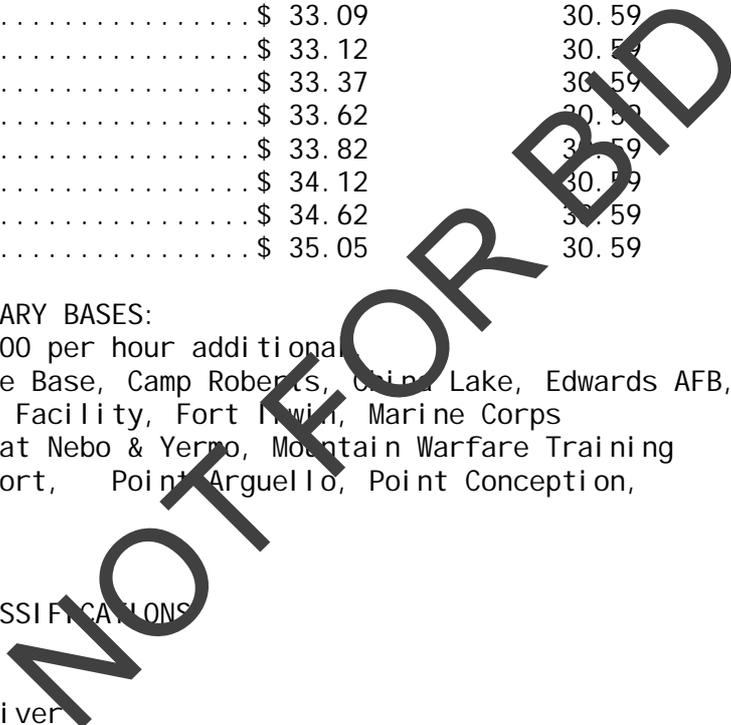
GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
 axles; Traffic control pilot car excluding moving heavy
 equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
 axles; Boot person; Cement mason distribution truck; Fuel
 truck driver; Water truck - 2 axle; Dump truck, less than
 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
 truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
 person (\$0.50 additional for tire person); Pipeline and
 utility working truck driver, including winch truck and



plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

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

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

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

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

4.) All decisions by the Administrative Review Board are final

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END OF GENERAL DECISION"

NOT FOR BID

*Required Contract
Provisions for Federal-Aid
Construction Contracts
(Yellow Pages)*

NOT FOR
inserted here

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	2
A. Nondiscrimination Statement	3
B. Contract Assurance	3
C. Prompt Progress Payment	3
D. Prompt Payment of Withheld Funds to Subcontractors	3
E. Termination and Replacement of DBE Subcontractors	4
F. Commitment and Utilization	6
G. Running Tally of Attainments	7
H. Commercially Useful Function	7
I. Use of Joint Checks	8
6. CHANGED CONDITIONS	9
7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	10
8. BUY AMERICA	10
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NOT FOR BID

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. **An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.**

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

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

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

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

The Agency shall request the prime contractor to:

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

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

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

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

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

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

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

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

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

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

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

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

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

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

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

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

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

I. Use of Joint Checks

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

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

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

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

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

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

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

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).
6. **CHANGED CONDITIONS**
 - A. **Differing Site Conditions**
 1. During the progress of the work, if subsurface or other physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
 3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*
 - B. **Suspensions of Work Ordered by the Engineer**
 1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

Steel and Iron Materials

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

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

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

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

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

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

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned

pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

*[The following 12 pages must be physically inserted into the contract without modification.
Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]*

NOT FOR BID

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

NOT FOR BID

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts, and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Program projects, the National Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$21 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organization qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(b), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of this contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 2007 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, and have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

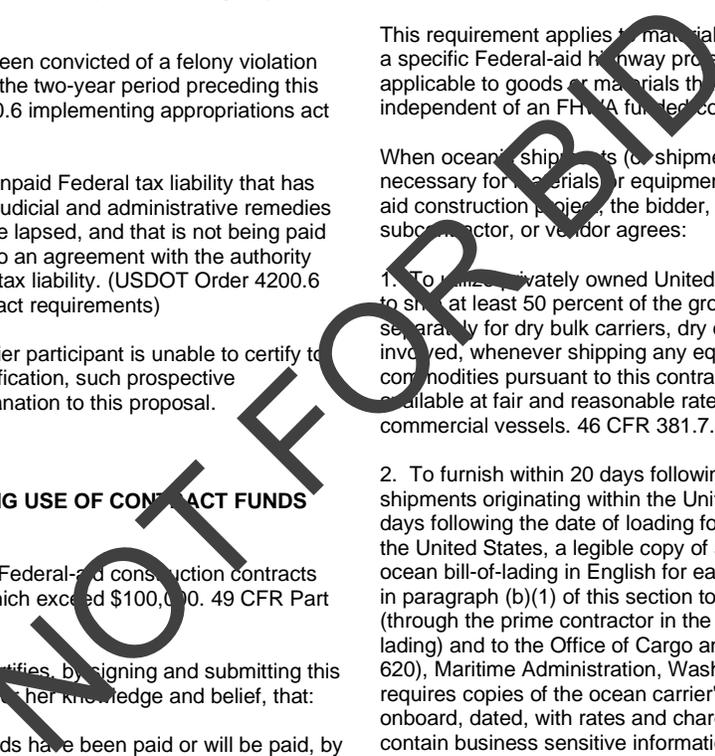
This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.

When ocean shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA 7485 Santa Cruz, CA	14.9
	CA Santa Cruz 7500 Santa Rosa	9.1
	CA Sonoma 8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	21.5
	CA Los Angeles	19.0
	6000 Oxnard-Simi Valley-Ventura, CA	19.7
	CA Ventura	24.6
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties	
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a sub contract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds affecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will acquire title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant

and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a).

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take the reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOT FOR BID

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

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

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

*Permits and Agreements
(Brown Pages)*

inserted here

NOT FOR BIDD

***LIST OF PERMITS, AGREEMENTS, AND GEOTECHNICAL REPORT
(BROWN PAGES)***

ENVIRONMENTAL CLEARANCE AND PERMITS

- Mitigated Negative Declaration
- California Department of Fish and Wildlife, Notification of Streambed Alteration Agreement No. 1600-2018-0136-R6 Revision 3
- California Lahontan Regional Water Quality Control Board Order for Clean Water Act Section 401 Water Quality Certification, LRWQCB Project No. R6T-2003-0004

AGREEMENTS

- Southern California Edison Service Order TD2012519 Dated 11/18/2022

GEOTECHNICAL INVESTIGATION REPORT

- Geotechnical Exploration Report, prepared by Loughon Consulting, Inc., dated 5/26/2021

NOT FOR BID

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

July 25, 2017

**FROM: KEVIN BLAKESLEE, Chief Flood Control Engineer
Flood Control District**

**SUBJECT: DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT
PROJECT INITIAL ENVIRONMENTAL STUDY WITH MITIGATED NEGATIVE
DECLARATION**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District:

1. Adopt the Mitigated Negative Declaration and Notice of Determination for the construction and maintenance of the Desert Knolls Wash Phase III Flood Control Improvement Project (Project).
2. Adopt the Mitigation Monitoring and Reporting Program, found in Section 5 of the Initial Study/Mitigated Negative Declaration for the Project.
3. Approve the Project as defined in the Initial Study/Mitigated Negative Declaration.
4. Direct the Clerk of the Board to file the Notice of Determination for the Project.
(Presenter: Kevin Blakeslee, Chief Flood Control Engineer, 909-790-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

**Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The San Bernardino County Flood Control District (District) is funded by property taxes, fees, and other local, state and federal funding. Sufficient appropriation has been included in the District's 2017-18 budget (RFQ 094-19F01854) and will be included in future recommended budgets.

BACKGROUND INFORMATION

The District proposes to construct, operate and maintain channel improvements, slope stabilization and an access road within an approximately 0.6-mile segment of Desert Knolls Wash adjacent to the Lewis Center that extends from an existing concrete trapezoidal channel in Desert Knolls Wash and terminates at the confluence of the wash with the Mojave River within the Town of Apple Valley.

Page 1 of 2

cc: FCD-Blakeslee w/ NOE & Rec.
Purchasing-Gomez
CAO-Trussell
File - Flood Control w/ attachments
jll 08/02/17

ITEM 66

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
County Flood Control District

MOTION	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: July 25, 2017

**DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT
PROJECT INITIAL ENVIRONMENTAL STUDY WITH MITIGATED
NEGATIVE DECLARATION
JULY 25, 2017
PAGE 2 OF 2**

Pursuant to California Environmental Quality Act, Section 15063 of the CEQA Guidelines (Title 14, California Code of Regulations) requires the preparation and public circulation of an initial study to evaluate the potential environmental impacts associated with a project. The initial study/mitigated negative declaration (IS/MND), was prepared by a County consultant under the supervision of the District. The IS/MND determined that no significant environmental effects would occur because mitigation measures will be implemented to reduce all potentially significant impacts to less than significant levels. The mitigation measures for this Project include actions to protect biological and cultural resources and reduce construction noise to the surrounding area.

The proposed Project aligns with County and Chief Executive Officer's goals to Provide for the Safety, Health and Social Service Needs of County Residents by stabilizing the channel and providing flood control protection to adjacent existing development.

The proposed Project site is rich in history with a number of Native American tribes which are collectively represented by the San Manuel Band of Mission Indian (Tribe). The District pursued County Goals and Objectives by Working with Other Agencies when a Board of Supervisors approved Memorandum of Understanding with the Tribe to memorialize agreements on how Native American cultural/tribal resources at the Project site would be handled March 11, 2014 (Item No. 55). The District expects to have plans and specifications prepared by fall 2018 and proceed with construction beginning in spring 2019.

A Notice of Intent (NOI) for the subject Project was published and circulated on February 3, 2017, through the state clearinghouse (State Clearinghouse No. 2017021004) to the responsible and trustee agencies, interested organizations and individuals for the 30-day comment period as specified in the CEQA Guidelines. No significant comments, which would necessitate revisions to the document, were received regarding the Project. The District recommends the adoption of a number of mitigation measures to avoid or reduce potentially significant adverse impacts of the Project to levels considered less than significant. The incorporation of these measures and implementation of the Mitigation Monitoring and Reporting Program included in the Mitigated Negative Declaration, would minimize potentially significant adverse impacts of the Project and allow the potential impacts from the proposed Project to be addressed through a Mitigated Negative Declaration pursuant to CEQA Guidelines.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Sophie A. Akins, Deputy County Counsel, 387-5455) on June 26, 2017; Purchasing Department (Leo Gomez, Supervising Buyer, 387-2063) on June 27, 2017; Finance (Amanda Trussell, Principal Administrative Analyst, 387-5426) on July 10, 2017; and County Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on July 10, 2017.

Notice of Determination

Filing in Compliance with §21108 or 21152 of the Public Resources Code

Receipt Number _____

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: County of San Bernardino
Department of Public Works
Environmental Management Division
825 E. Third Street, Room 123
San Bernardino, CA 92415-0835

DATE FILED & POSTED

Posted On: 07-25-17

Removed On: 09-06-17

Receipt No: 36-072517-440

Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue, Second Floor
San Bernardino, CA 92415-0130

Project Description

Applicant

Title: Desert Knolls Wash Phase III Flood Control Improvement Project

Project Location: The project site is located approximately 500 feet south of State Route 18 and west of the intersection of Potomac Road and Quantico Road in the Town of Apple Valley, San Bernardino County

Project Description: Construction, operation and maintenance of channel improvements, slope stabilization and an access road within an approximately 0.6-mile segment of Desert Knolls Wash that extends from an existing concrete trapezoidal channel in Desert Knolls Wash (Phase II) and terminates at the confluence of the wash with the Mojave River.

San Bernardino County Flood Control District
825 E. Third Street, Room 123
Address
San Bernardino, CA 92415-0835
(909) 387-8109
Phone

Representative

Nancy J. Sansonetti, AICP
Name
Same As Applicant
Address
Same as Applicant
Phone

Harold Zamora, P.E.
Lead Agency Contact Person
(909) 387-8109

This is to advise that the San Bernardino County Board of Supervisors has approved the above described Lead Agency Responsible Agency Project on July 27, 2017 with an effective date of August 29, 2017 and has made the following

Determinations regarding the above project:

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A statement of Overriding Considerations [was was not] adopted for this project.
5. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final mitigated negative declaration with comments and responses and record of project approval is available to the General Public at: 825 E. Third Street, Room 123, San Bernardino, CA 92415-0835.

Harold Zamora Chief, Environmental Mgmt. Div. 7/13/17
Signature Harold Zamora, P.E. Title Date

Date received for filing at OPR: _____



State of California - Department of Fish and Wildlife
2017 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (Rev. 01/01/17) Previously DFG 753.5a

Print **StartOver** **Finalize&Email**

RECEIPT NUMBER:
 36 — 072517 — 440
 STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY: DPW/EMD LEAD AGENCY EMAIL: DATE: 072517

COUNTY/STATE AGENCY OF FILING: San Bernardino DOCUMENT NUMBER:

PROJECT TITLE: Desert Knolls Wash Phase III Flood Control Improvement Project

PROJECT APPLICANT NAME: San Bernardino County Flood Control District PROJECT APPLICANT EMAIL: PHONE NUMBER: (909) 387-8109

PROJECT APPLICANT ADDRESS: 825 E. Third Street Room 123 CITY: San Bernardino STATE: CA ZIP CODE: 92415-0835

PROJECT APPLICANT (Check appropriate box)
 Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,078.25	\$	0.00
<input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$	2,216.25
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,046.50	\$	0.00

Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$	50.00
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

Cash Credit Check Other TOTAL RECEIVED \$ 2,266.25

SIGNATURE: *Jennifer Luna* AGENCY OF FILING PRINTED NAME AND TITLE: Jennifer Luna, Deputy Clerk

NOT FOR BID

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2018-0136-R6 REVISION 3
Desert Knolls Wash

SAN BERNARDINO FLOOD CONTROL DISTRICT- ENVIRONMENTAL
MANAGEMENT DIVISION
DESERT KNOLLS WASH PHASE III FLOOD CONTROL PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and San Bernardino Flood Control District- Environmental Management Division (Permittee) as represented by Anthony Pham.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on October 28, 2019 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at Desert Knolls Wash, in the County of San Bernardino, State of California; Latitude 34.535742°, Longitude -117.278972°, or Section 11 and 12, Township 5N, Range 4W, U.S. Geological Survey (USGS) map Victorville, San Bernardino meridian (Exhibit A; Exhibit B).

PROJECT DESCRIPTION

The project is limited to bank and invert stabilization improvements within an approximate 0.6-mile segment of Desert Knolls Wash. Project activities include grading stream banks to a 2:1 slope and constructing bank stabilization with grouted and un-grouted rock slope protection (Exhibit C). The rock slope protection extends below grade at the toe below the anticipated scour depth. Activities also include constructing a series of grade stabilization structures, or rock invert, with grouted and un-grouted rock

across the earthen streambed bottom to prevent erosion. Project activities also include constructing splash pads downstream of grade stabilization structures using un-grouted large diameter rock, and constructing a grouted rock stilling basin with an internal weir near the confluence of the with the Mojave River. An apron of large diameter un-grouted rock downstream of the basin outlet will also be constructed.

Additional activities include constructing an access road along the southern side of the streambed that may be paved or fenced to facilitate access to the Project and for future maintenance. The access road will continue over the streambed in the northern portion through installation of a culvert with concrete headwalls and wingwalls, and safety barrier. The Project also includes relocating an existing sewer line from the bottom of the streambed to along the constructed access road.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

Reptile: zebra tailed lizard (*Callisaurus draconoides*), desert iguana (*Dipsosaurus dorsalis*), western whiptail (*Aspidoscelis tigris*), and side blotched lizard (*Uta stansburiana*) **Bird species:** white-crowned sparrow (*Zonotrichia leucophrys*), horned lark (*Eremophila alpestris*), mourning dove (*Zenaidura macroura*), **Mammal species:** black-tailed jackrabbit (*Lepus californicus*), Audubon's cottontail (*Sylvilagus audubonii*), California ground squirrel (*Otospermophilus beecheyi*), coyote (*Canis latrans*), raccoon (*Procyon lotor*), bobcat (*Lynx rufus*), hoary bat (*Lasiurus cinereus*), and Brazilian free-tailed bat (*Tadarida brasiliensis*) **Plant species:** saltbush and allscale scrub (*Atriplex* spp.), creosote bush (*Larrea tridentata*), red willow (*Salix laevigata*), Joshua tree (*Yucca brevifolia*), and Fremont cottonwood (*Populus fremontii*) **Invertebrate species:** Victorville shoulderband (*Helminthoglypta mohaveana*), and San Emigdio blue butterfly (*Plebulina emigdionis*)

Special Status:

Endangered Species: East Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*); **Threatened, Candidate Endangered Species:** desert tortoise (*Gopherus agassizii*); **Threatened Species:** western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), Mohave ground squirrel (*Xerospermophilus mohavensis*), Swainson's hawk (*Buteo swainsoni*); **Species of Special Concern:** Mohave river vole (*Microtus californicus mohavensis*), coast horned lizard (*Phrynosoma coronatum*), Townsend's big eared bat (*Corynorhinus townsendii*), pallid bat (*Antrozous pallidus*), pallid San Diego pocket mouse (*Chaetodipus fallax pallidus*), burrowing owl (*Athene cunicularia*), loggerhead shrike (*Lanius ludovicianus*), yellow warbler (*Dendroica petechia*), yellow-breasted chat (*Icteria virens*), summer tanager (*Piranga rubra*), Le Conte's thrasher (*Toxostoma lecontei*); **Watch List Species:** Cooper's hawk (*Accipiter cooperii*); **Fully Protected per Fish and Game Code section 4700;** ringtail (*Bassariscus astutus*), golden eagle (*Aquila chrysaetos*); **Protected Species per 14 CCR § 460:** desert kit fox (*Vulpes microtis*); **California Rare**

Plant Rank 1.B.2: desert cymopterus (*Cymopterus deserticola*), Mojave monkey flower (*Mimulus mohavensis*), San Bernardino aster (*Symphyotrichum defoliatum*), Beaver Dam breadroot (*Pediomelum castoreum*) southern mountains skullcap (*Scutellaria bolanderi* ssp. *austromontana*); **California Rare Plant Rank 2.B.3:** Booth's evening-primrose (*Eremothera bothii* ssp. *Bothii*); **California Rare Plant Rank 2.B.3:** white pygmy poppy (*Canbya candida*); and other fish and wildlife resources in the Project area.

The adverse effects the project could have on the fish or wildlife resources identified above include:

Permanent impacts are anticipated to be 1.87 acres of stream and riparian habitat that includes 0.03 acres of wetland habitat. Temporary impacts are anticipated to be 2.36 acres of stream which includes 0.05 acres of impact to wetland habitat (Exhibit D). Impacts will affect red willow thickets (0.08 acres), a sensitive wetland vegetative community (Exhibit E).

Permanent impacts to the stream include: change in hydrology and hydraulics; loss of natural bed and bank; change in channel cross-section; change in contour of bed and bank; increase of bank erosion during construction; change in bank gradient and contour; soil compaction or other disturbances to the soil layer; changes in downstream hydrology; degradation, erosion, and aggradation in the stream; flow restriction and debris transport impedance due to installation of a culvert; change in flow depth, width or velocity; loss or decline of instream channel habitat; and loss of riparian vegetative communities including sensitive vegetative communities.

Permanent impacts to terrestrial wildlife include take or injury through entrapment in construction trenches, entrapment and/or crushing of individuals within burrows or crevices, destruction of nests, and vehicular strikes. Additionally, loss of habitat from destruction crevices, burrows and vegetation, and loss of habitat connectivity due to impediment of permanent structures will occur. Temporary construction noise and vibration can lead to disruption of individual's survival and life cycles by causing displacement. Displacement can lead to permanent impacts through abandonment of nests and roosts, loss of preferred habitat, increased competition for resources, increased exposure to temperature extremes, and increased vulnerability to predation.

Permanent impacts to aquatic species may include increased sedimentation, debris, and deleterious substances introduced by Project activities after precipitation events.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request. The California Environmental Quality Act (CEQA) documents shall be readily available at the San Bernardino County Flood Control District office and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. CDFW shall coordinate with Permittee on regular inspections and, at a minimum, provide Permittee 24-hour notice of any unscheduled site visit, unless immediate entry to address a potential violation is required.
- 1.5 Take of Fully Protected Species. This Agreement does not authorize the take of any fully protected species as defined by state law. (See Fish & G. Code, §§ 3511, 4700, 5050, 5515). CDFW has advised the Permittee that take of any species designated as fully protected under the Fish and Game Code is prohibited.
- 1.6 State Threatened, Endangered, or Candidate Species. This Agreement does not authorize take of state threatened, endangered, or candidate species. CDFW has discretionary authority over activities that could result in the "take" of any species listed as candidate, threatened, or endangered, pursuant to the California Endangered Species Act (CESA; FGC, § 2050 et seq.). CDFW considers adverse impacts to CESA-listed species, for the purposes of CEQA, to be significant without mitigation. Take of any CESA-listed species is prohibited except as authorized by state law (FGC, §§ 2080 & 2085).
- 1.7 Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey), to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish

and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Compliance Monitoring

- 2.1 Designated Representative. Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing prior to commencement of Project-related activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.2 Designated Biologist. At least thirty (30) days before site preparation and initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW the resume, that includes the name, qualifications, and contact information, for a biologist knowledgeable and experienced in the biology, natural history, and/or appropriate survey methodology of local fish and wildlife resources present at the project site (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. Permittee shall obtain CDFW's written approval if the Designated Biologist must be changed. The Designated Biologist shall be on-site daily and be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall flag the limits of grading and the jurisdictional areas, perform necessary surveys, prevent unlawful take of species, conduct compliance inspections, and take photographs during the construction process.
- 2.3 Project Biologist. At least thirty (30) days before site preparation and initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW the resume, that includes the name, qualifications, and contact information of additional biologists, botanists, and other specialists (Project Biologist) that will assist the Designated Biologist with surveys and demarcating identified resources for avoidance. Permittee shall indicate what survey the Project Biologist will perform and shall obtain CDFW's written approval of the Project Biologist prior to the commencement of Project activities. The Project Biologist shall report to the Designated Biologist.

- 2.4 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. If any sensitive species (Species of Special Concern, candidate, threatened or endangered) are found within the Project work area, the Designated Biologist shall immediately stop work within the Project work area and notify CDFW in writing. Consultation with CDFW is required prior to cancellation of a stop work order. Neither the Designated Biologist, Project Biologist, nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.
- 2.5 Threatened and/or Endangered Species. If CDFW determines that any threatened or endangered species, or species of special concern, shall be impacted by the work proposed, work at that location shall stop, and the habitat or nest site in question shall be avoided. The Permittee shall contact CDFW's Inland Deserts Region to obtain information on applying for the state take permit for state-listed species, if any potential for take exists as a result of Permittee's Project-related activities. The Permittee may need to obtain the appropriate federal and state permits for take of threatened or endangered species.
- 2.6 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Education should include but not be limited to desert tortoise, burrowing owl, desert kit fox, nesting birds, and special-status plants. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

Identification and Preparation of Work Areas

- 2.7 Demarcate Work Area Boundary. In consultation with the Designated Biologist, the Permittee shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to its limits. Fencing, stakes, or flags may be used, and the marking shall be in place and maintained during all periods of operation. All persons employed or otherwise working on the Project site shall be instructed about the restrictions that the marking represents. Permittee shall remove all temporary flagging, fencing, and/or barriers from the Project site and vicinity of the stream upon completion of Project activities, or at the onset of precipitation if materials can be washed downstream.

2.8 Avoidance of Sensitive Resources. The Designated Biologist and/or Project Biologist shall ensure that all sensitive resources identified are mapped/marked for avoidance and that the buffers proposed to protect those sensitive resources are appropriately sized and clearly demarcated using fencing, stakes, or flags. The Designated Biologist and/or Project Biologist shall use available scientific research, independent judgement and personal experience when assigning avoidance buffers. In addition, the Designated Biologist and/or Project Biologist shall identify and mark the most appropriate path (i.e., the route that provides full avoidance of sensitive resources, vegetation, and other habitat values) for personnel, vehicles, and equipment for Project activities. All persons employed or otherwise working on the Project site shall be instructed about the restrictions that the marking represents. Permittee shall remove all delineation materials from the Project site and vicinity of the stream upon completion of Project activities, or at the onset of precipitation if materials can be washed downstream.

Habitat Protection

2.9 Work Period in Dry Weather Only. Work within the stream shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather.

2.10 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or water body to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php>.

2.11 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.

Vegetation and Sensitive Plant Species Protection

2.12 Sensitive Plant Species Pre-construction Survey. A thorough floristic-based assessment of special status plants and natural communities, following CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW, March 2018) or most recent version shall be performed by the Designated Biologist or Project Biologist prior to commencing Project activities. The survey shall cover the Project area, and where feasible, a 100-foot buffer zone. Should any state-listed plant species be present within the Project Area, the Permittee shall notify CDFW prior to the start of Project activities. This Agreement does not authorize impacts to state-listed plant species.

All Project related activities shall be conducted in a manner that avoids impact to state-listed plant species. Should the survey identify any sensitive plant species, the Designated Biologist or Project Biologist shall follow Measure 2.8 or 2.13 of this Agreement.

2.13 Sensitive Plant Species Conservation. If protection in place is not feasible for special status plant species within project impact areas, Permittee shall prepare a species-specific conservation plan to be submitted to CDFW for review and approval before start of project activities that will impact the individual plant. Minimization measures may include transplanting perennial species, seed collection and dispersal for annual species, and other conservation strategies that will protect the viability of the local population. The plan shall include photos, maps and GIS files of the individuals, translocation sites and/or seed dispersal areas. The plan shall also include the conservation methods for the individual, translocation or seed dispersal site characteristics, plans and specification for site preparation, methods of selective non-native vegetation clearing, protocol for topsoil collection and application, and success criteria for the establishment and/or germination and growth to reproduction of individual plants. If these measures are implemented, monitoring and management of plant population shall be conducted by the Permittee for three (3) years to assess the mitigation's effectiveness. If success criteria do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice as approved by CDFW, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for three (3) years after planting. Permittee shall ensure successful establishment. The results of the plan shall be included in the Final Report (Measure 4.6).

2.14 General Vegetation Protection. Prior to the commencement of Project activities, the Designated Biologist or Project Biologist shall clearly mark native vegetation within the work area that is not to be removed or damaged. The Designated Biologist or Project Biologist shall place temporary barriers or delineation materials five (5) feet from the drip line of the protected native vegetation to prevent impact from Project activities. The Designated Biologist may adjust the buffer as needed. Disturbance or removal of native vegetation shall be kept to the minimum necessary to complete Project related activities.

Wildlife Protection

2.15 General Species Avoidance. Permittee shall, to the greatest extent feasible, avoid impacts/disturbances to wildlife species within the Project area and surrounding habitat. The Designated Biologist shall move out of harm's way wildlife that would otherwise be injured or killed from Project-related activities. Movement of wildlife out of harm's way should be limited to only those individuals that would otherwise be injured or killed, and individuals should be moved only as far as necessary to ensure their safety. Measures shall be taken to prevent wildlife from re-entering

the Project site. Only biologists with authorization by CDFW shall move CESA-listed species.

2.16 Pre-construction Surveys. The Designated Biologist or Project Biologist shall conduct pre-construction surveys, within the Project area, access route(s), staging area(s), stockpile(s) and appropriate buffer surrounding those areas 3 days (or otherwise specified) prior to initiating Project activities addressed by this Agreement. The surveys shall be conducted to identify and map any avoidance areas, including nesting birds, special-status species, or listed species with the potential to occur on-site including those identified in the Project Impacts section of this Agreement, and any dens, burrows, nests, etc. capable of sheltering a special-status or listed species. The Designated Biologist or Project Biologist shall ensure that the methods used to locate, identify, map, avoid and buffer individuals, or dens, burrows, or nests of individuals, are appropriate and effective, including the assurance that the surveyor has attained 100% visual coverage of the entirety of the potential impact areas and access routes, and an appropriate buffer surrounding those areas. If any listed species (or sign of presence) is discovered, Permittee shall notify CDFW staff to discuss and determine if additional avoidance measures will need to be implemented before Project activities can begin. If pre-construction surveys reveal presence of a special status species in a location that cannot be buffered and avoided, the Permittee shall follow the species specific measure within this Agreement, or contact CDFW to discuss and determine if additional avoidance measures will need to be implemented before Project activities can begin.

2.16.1 Pre-construction Burrowing Owl Survey. Burrowing owl surveys shall be conducted at least 30 days prior to any Project activities, at any time of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by the Designated Biologist or Project Biologist in the Project disturbance area and 150-meter buffer zone where direct or indirect effects could potentially extend offsite. If lawful access cannot be achieved to adjacent areas, surveys can be performed with a spotting scope or other methods. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 150-meter buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. The Designated Biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If impacts to active burrows cannot be avoided, the Designated Biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. Passive relocation shall take place outside the nesting season (1 February to 31 August).

2.16.2 Nesting Bird Season. All Project activities shall be conducted outside of nesting season (January 15 to August 31) to the maximum extent feasible. During the

nesting bird season, the Designated Biologist or Project Biologist shall conduct pre-project nesting bird surveys, implement nest buffers, and conduct monitoring at all active nests within the work area and surrounding 300-foot buffer (500 feet for raptors and sensitive/listed species).

The Designated Biologist or Project Biologist shall have experience identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

Nesting bird surveys shall be conducted by the Designated Biologist or Project Biologist within work area and buffer zone. If active nests containing eggs or young are found, the Designated Biologist or Project Biologist shall establish an appropriate nest buffer. Nest buffers are species-specific and may range from 15 to 100 feet for passerines and 50 to 300 feet for raptors, depending on the planned activity's level of disturbance, site conditions, and the observed bird behavior. Established buffers shall remain until the Designated Biologist determines the young have fledged or the nest is no longer active. Active nests shall be monitored until the Designated Biologist has determined the young have fledged or the Project is finished. The Designated Biologist has the authority to stop work if nesting individuals or pairs exhibit signs of disturbance.

- 2.16.3 Pre-Construction Desert Kit Fox and Ringtail Surveys. No more than 30 days prior to the beginning of surface disturbing Project activities, the Designated Biologist or Project Biologist shall conduct a survey to determine if potential desert kit fox or ringtail dens are present in the Project Area. If potential dens are located, they shall be monitored by the Designated Biologist or Project Biologist. If the den is determined to be active, the Designated Biologist or Project Biologist shall follow Measure 2.8 of this Agreement. If active dens are present within the Project area that may be impacted, the Permittee shall submit a monitoring and relocation plan for CDFW's approval. No disturbance of active dens shall take place when juveniles may be present and dependent on parental care.
- 2.16.4 Desert Tortoise Pre-Construction Surveys. A qualified Designated Biologist or Project Biologist shall conduct a protocol level presence or absence survey no more than 14 days prior to initiating Project activities in accordance with the 2010 survey methodology described in *U.S. Fish and Wildlife Service Desert Tortoise (Mojave Population) Field Manual*. In addition, the survey shall utilize perpendicular survey routes and 100-percent visual coverage of the Project area

and 50-foot buffer zone where accessible for desert tortoise and their sign. If the survey confirms absence, the on-site Designated Biologist shall ensure desert tortoise do not enter the project site during the term of the Project. If the survey or monitoring confirms presence, Permittee shall obtain an incidental take permit.

- 2.17 Desert Tortoise Reporting. All personnel shall be informed of their responsibility to report any form of take to the Designated Biologist. If a desert tortoise is found within the Project site, activities shall be halted until the tortoise moves off the Project site on its own accord. Should a dead or injured tortoise be located on-site, Project activities shall be halted immediately and the Permittee shall contact CDFW.
- 2.18 Entrapment Inspections- Materials. Any pipes or construction materials with similar structures with a diameter greater than 3 inches and less than 8 inches aboveground shall be inspected by the Designated Biologist before the material is moved, buried, or capped.
- 2.19 Entrapment Inspections - Trenches. The Designated Biologist shall inspect all open holes and trenches a minimum of twice a day and just prior to backfilling. At the end of each workday, Permittee shall backfill or place an escape ramp at each end of trench to allow wildlife species that may have become trapped the ability to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. If any worker discovers wildlife species have become trapped, they shall halt Project activities and notify the Designated Biologist immediately. Project workers shall allow the wildlife species to escape unimpeded if possible. A 2081 permit is required to handle and move CESA-listed species.
- 2.20 Entrapment Prevention. Permittee shall not place rock slope protection, concrete, or asphalt over burrow or crevice entrances in a manner that will entomb wildlife.
- 2.21 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized. Work is allowed after sunrise and must stop prior to sunset.
- 2.22 Firearms and Dogs. Permittee shall prohibit domestic dogs (except service dogs) from work areas and site access routes, and will also prohibit firearms, except those in the possession of authorized security personnel or local, state, or federal law enforcement officials.
- 2.23 Dust Control. Permittee shall implement dust control measures during Project Activities to facilitate visibility for monitoring for terrestrial wildlife and special-status species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.

Pollution, Litter, Hazardous Materials

- 2.24 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired, if necessary, to ensure maximum control of erosion, sediment, and pollution. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be certified free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.25 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance. Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.26 Removal of Debris and Refuse. Permittee shall remove and properly dispose all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes. Permittee shall remove all hardened concrete and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming terrestrial wildlife possibly using the debris as shelter and will allow them to escape.
- 2.27 Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.28 Hazardous Materials. No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be

washed by rainfall or runoff into a stream. When daily operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

- 2.29 Toxic Materials. Soil bonding and weighting agents used on unpaved surfaces shall be nontoxic to wildlife and plants. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in watertight containers or removed from the Project site.
- 2.30 Operating Equipment and Vehicle Leaks. All equipment or vehicles driven and/or operated within or adjacent to a stream shall be checked daily and maintained as need to prevent deleterious material leaks.
- 2.31 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.32 Minimize Equipment Operation and Parking Near/Within Stream. Only equipment necessary for performing Project Activities shall be present within the stream. Vehicles may not be parked overnight within the stream; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.
- 2.33 Decontamination Sites. Permittee shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.
- 2.34 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on-site during construction.
- 2.35 Trash Abatement. Permittee shall ensure that trash and food items are contained in animal-proof, self-closing, sealable receptacles with lids that latch. Permittee shall ensure all trash receptacles are regularly inspected, emptied, and removed from the Project Area a minimum of once a week to prevent spillage, maintain sanitary conditions, and avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs
- 2.36 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream

Excavation and Stabilization

- 2.37 Rock Slope Protection. Un-grouted and grouted rock slope protection and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. Un-grouted rock slope protection slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability. Larger rocks shall be placed in the footing trench. Rocks shall be placed with their longitudinal axis normal to the embankment face and arranged so that each rock above the foundation course has a three-point bearing on the underlying rocks. Foundation course is the course placed on the slope in contact with the ground surface. Bearing on smaller rocks which may be used for chinking voids is not acceptable. Placing of rocks by dumping is not permitted. Local surface irregularities of the slope protection shall not vary from the planned slope by more than one foot measured at right angles to the slope. The bank stabilization material shall extend above the normal high-water mark. The materials used for bank stabilization shall be clean and free of trash and debris.
- 2.38 Back-fill Upper Two-thirds of Riprap with Topsoil. If needed within jurisdictional areas, permittee shall back-fill the upper two-thirds of the stream bank areas receiving rock slope protection (riprap) with topsoil. The topsoil fill should be placed to fill the voids in the rock slope protection and provide a substrate for revegetation efforts. The soil shall be compacted to the extent possible to achieve filling of the voids and stabilize the fill. To the extent practical, soil should be worked into the interstitial spaces among rock (fill the voids).
- 2.39 Rock for Erosion Control from Channel. If needed within jurisdictional areas rock for erosion protection shall not be removed from the channel without prior approval from CDFW.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Conservation Bank Credit-Preservation. To mitigate permanent project impacts, the Permittee shall purchase 1.87 acres of preservation streambed credits from the Mojave River Watershed Mitigation OR another a CDFW-approved mitigation or conservation bank located in San Bernardino County prior to initiating maintenance activities. The credits shall be purchased, and proof of purchase shall be provided by the Permittee to CDFW prior to implementation of project activities.
- 3.2 Restoration of the Mojave River. The Permittee shall restore 2.36 acres of Mojave River OR an acreage deemed acceptable by CDFW to offset temporary impacts to Desert Knolls Wash. The Permittee shall submit a Restoration Plan for review and approval prior to the restoration activities. The plan shall be submitted at least 30-day prior to the start of project activities. The plan shall propose a restoration

project which may include but is not limited to invasive species removal, pole planting of project impacted willows, and/or removal of concrete from the Mojave River. The plan shall describe the acreages to be restored, methods of restoration, success criteria, and corrective actions to be taken to meet the success criteria. Maps and GIS files of the areas to be included in the plan shall also be submitted. The restoration plan shall be implemented within the first two years of the Agreement term. Should the Permittee fail to meet the requirements of this measure, an additional 2.36 acres of streambed credits from a CDFW-approved mitigation or conservation bank located in San Bernardino County shall be purchased by the Permittee, and the proof of purchase shall be provided to CDFW prior to the third year of this Agreement; **OR** to mitigate temporary project impacts, the Permittee shall purchase 2.36 acres of restoration streambed credits from the Mojave River Watershed Mitigation (if the bank is approved for use by CDFW upon completion) prior to initiating maintenance activities. The credits shall be purchased, and proof of purchase shall be provided by the Permittee to CDFW prior to implementation of project activities.

- 3.2.1 Financial Security. Permittee shall provide a financial security for Measure 3.1 and 3.2 if the credit purchase approved by CDFW is not complete prior to starting construction in areas subject to Fish and Game Code section 1602. A template for the irrevocable letter of credit (LOC) is attached as an exhibit to this Agreement (Exhibit F).
- 3.2.2 Letter of Credit. An irrevocable letter of credit (LOC) for the amount of all compensatory measures pursuant to this Agreement shall be submitted to CDFW no less than 60 days prior to commencing project activities within areas subject to Fish and Game Code section 1602. This amount of the LOC shall be based on a cost estimate to purchase a minimum of 4.23 acres of streambed credits from a nearby mitigation or conservation bank.
- 3.2.2.1.1 Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval prior to execution. The LOC shall not be executed without CDFW's prior approval.
- 3.2.2.1.2 In the event that the LOC will expire before the compensatory obligations have been met, Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least 30 days prior to the expiration date.
- 3.2.2.1.3 Upon execution of the LOC, Permittee shall provide the original and one copy of the executed document to CDFW at the address listed below.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Project Documents Submitted to CDFW. Each reporting requirement identified in Measure 4.2 through Measure 4.6 shall be submitted to CDFW by mail or email at R6LSAReporting@wildlife.ca.gov with a cc to the CDFW representative listed under Contact Information within this Agreement. If report submission materials are too large for email transmission, please contact R6LSAReporting@wildlife.ca.gov with a cc to the CDFW representative listed under Contact Information within this Agreement to arrange an alternative method of submission. Reporting sent by mail should be mailed to the CDFW Region 6, 3602 Inland Empire Boulevard, Suite C-220, Ontario, CA, 91764. ATTN: Lake and Streambed Alteration Program. Please reference SAA# 1600-2018-0136-R6 and ec: Julia.Karo@wildlife.ca.gov.
- 4.2 Notification of Start and Completion of Construction. Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of Project activities in jurisdictional areas, and at least five (5) days prior to completion of Project activities in jurisdictional areas.
- 4.3 Burrowing Owl and Nesting Bird Summaries. Where relevant, Permittee shall prepare and submit to CDFW a summary of burrowing owl and nesting bird species identified onsite, discovery and location of any new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summaries shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.
- 4.4 Special Status Species Summaries. Where relevant, Permittee shall prepare and submit to CDFW a summary of special status species identified onsite, buffer distances established, any adjustments made to the established buffers, and any other pertinent information. Summaries shall be submitted on a weekly basis until there is no further evidence of potential disturbance. If the Project results in the displacement, injury, or take of the individual, Permittee shall notify CDFW within 24 hours.
- 4.5 Notification to CNDDDB. If any special-status or listed species are observed on or in proximity to the Project site, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. A copy of this information shall be emailed within 5 days to the CDFW staff associated with this Project.
- 4.6 Final Report. Permittee shall provide a final construction report to CDFW no later than two weeks after the project is fully completed including color photographs of before and after project-related activities within CDFW jurisdictional areas,

including the staging area. The construction report at a minimum shall contain pre-project photographs, post-project photographs, total amount of area impacted post-project, and biological survey and summary notes (including construction monitoring), if relevant, the evaluation of the success of the species-specific conservation plan per Measure 2.13 to date. If the species-specific conservation plan is deemed unsuccessful at the time of reporting due to undertaking remedial measures, additional annual reporting may be required by CDFW until success is confirmed. A copy of the report shall be submitted electronically. The electronic file shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the project area and mitigation area.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

San Bernardino Flood Control District- FMD
Anthony Pham, P.E., Chief
825 E. Third St., Room 123
San Bernardino, CA 92415
Anthony.pham@dpw.sbcounty.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Attn: Lake and Streambed Alteration Program – Julia Karo
Notification #1600-2018-0136-R6
R6LSAReporting@wildlife.ca.gov
ec: Julia.Karo@Wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into

water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on April 7, 2025, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A. Vicinity Map
- B. Exhibit B. Project Area with Jurisdictional Delineation
- C. Exhibit C. Grading Plans
- D. Exhibit D. Project Impacts with Jurisdictional Delineation
- E. Exhibit E. Project Impacts
- F. Exhibit F. Letter of Credit Template

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may

be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR SAN BERNARDINO FLOOD CONTROL
DISTRICT- EMD**

Anthony Pham
P.E., Chief

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Alisa Ellsworth
Environmental Program Manager

Date

Prepared by: Julia Kard
Environmental Scientist

NOT FOR BID

Exhibit A. Vicinity Map

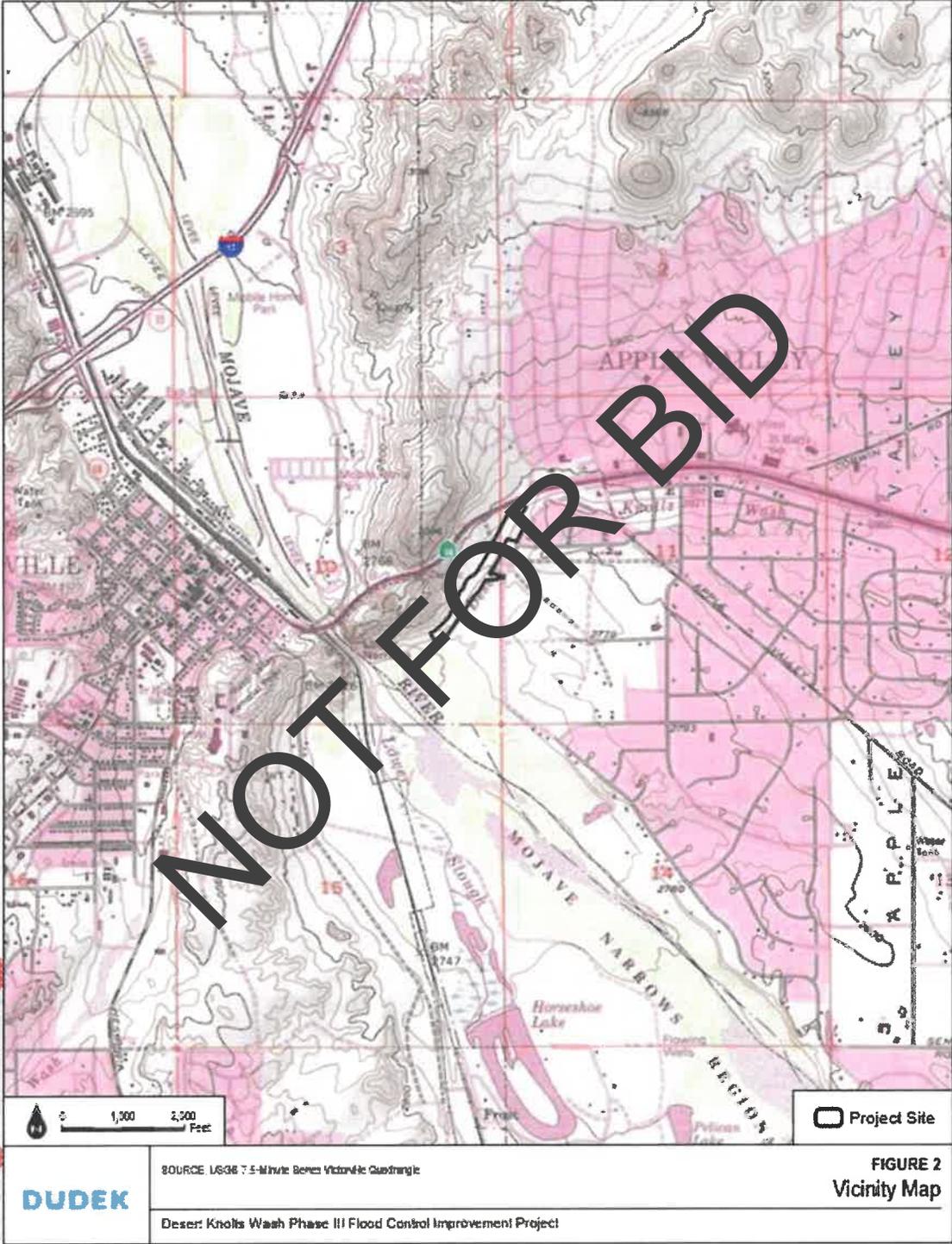


Exhibit B. Project Area

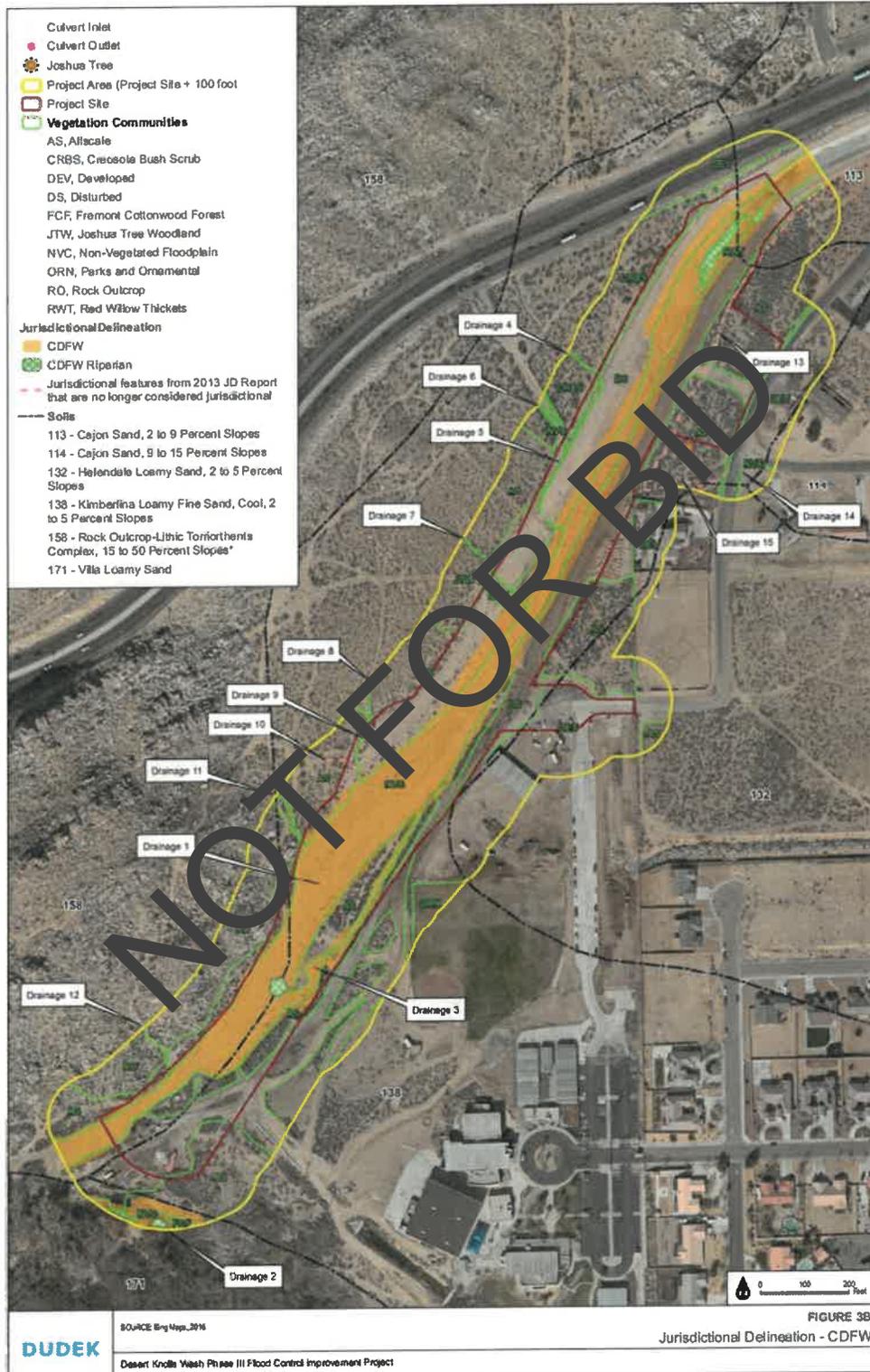


Exhibit C. Grading Plans

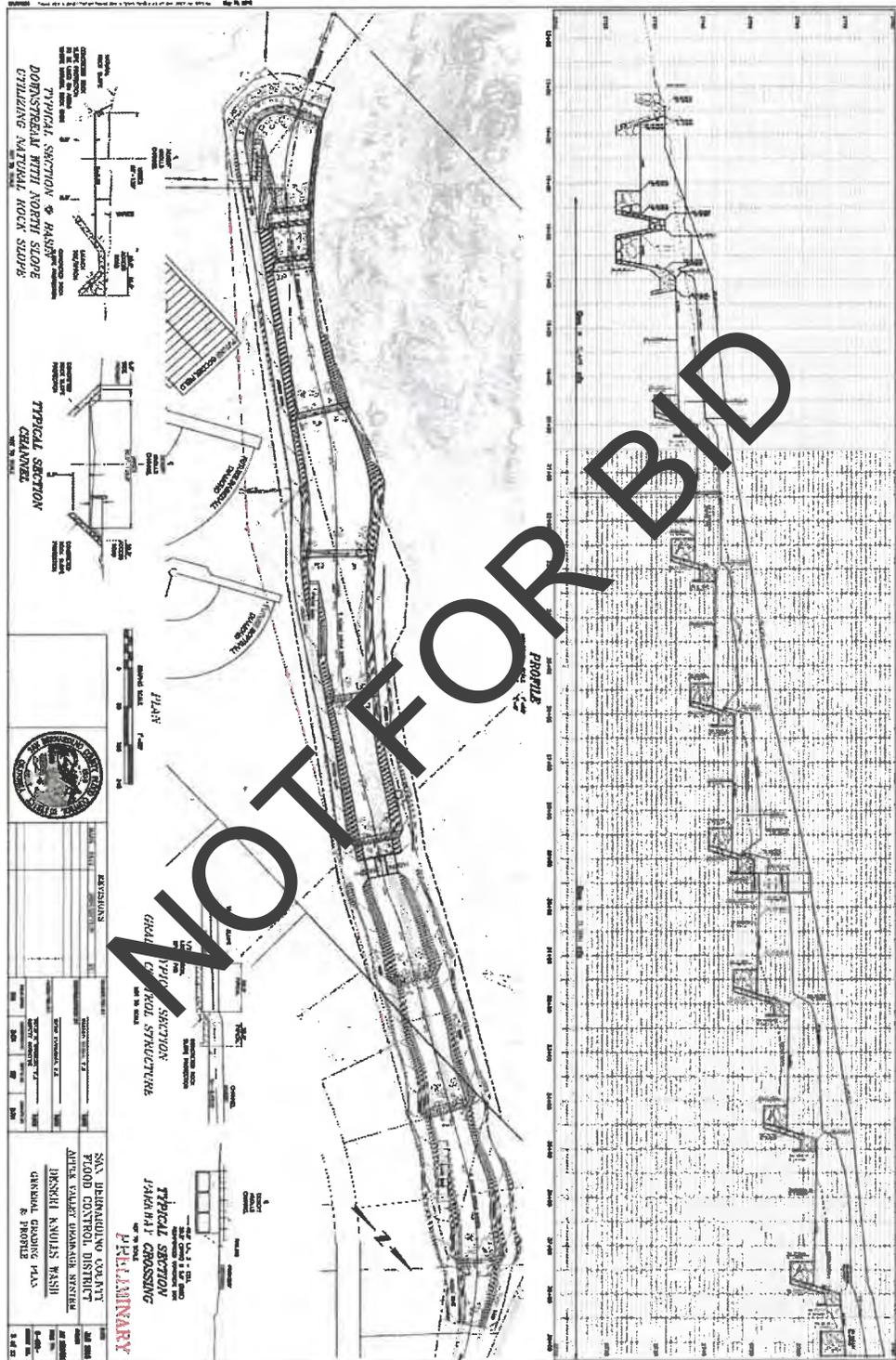


Exhibit D. Project Impacts with Jurisdictional Delineation



Exhibit E. Project Impacts

Jurisdictional Waters Delineation Impacts Summary

		Permanent	Temporary
CDFW Unvegetated Streambed			
	Non-vegetated Streambed	1.84	2.31
CDFW Vegetated Streambed			
	Red Willow Thickets (wetland)	0.03	0.05
CDFW Streambed Total		1.87	2.36

NOT FOR BID



Lahontan Regional Water Quality Control Board

August 26, 2022

WDID No. 6B361808004
Dredge and Fill

Anthony Pham
San Bernardino County Flood Control District
825 E. Third Street, Room 123
San Bernardino, CA 92415
Anthony.Pham@dpw.sbcounty.gov

Notice of Applicability for General Waste Discharge Requirements for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects, Board Order No. R6T-2003-0004, Desert Knolls Wash Phase 3, San Bernardino County

The Lahontan Regional Water Quality Control Board (Water Board) staff received an application for Waste Discharge Requirements (WDRs) for dredge and fill in waters of the State (WOS) for the Desert Knolls Wash Phase 3 (Project) on March 26, 2021. Information in support of the application was last received on July 25, 2022. The U.S. Army Corps of Engineers (USACE) has determined that the Project is not subject to Clean Water Act (CWA) section 404 requirements. While the proposed Project is not subject to CWA section 401 water quality certification, it does require coverage under the General Waste Discharge Requirements for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects, Board Order (General Board Order) No. R6T-2003-0004.

The San Bernardino County Flood Control District (Applicant) is hereby assigned General Board Order No. R6T-2003-0004 and Waste Discharge Identification (WDID) No. 6B361808004 for this Project. By this Notice of Applicability (NOA), the fill- and excavation-related discharges to WOS associated with the Project are authorized and subject to compliance with the General Board Order. A copy of the General Board Order is enclosed (Enclosure 1). Please use the above-referenced WDID number in future correspondence regarding this Project.

Any person aggrieved by this action of the Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations (CCR), title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this NOA, except that if the thirtieth day falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations

PETER C. PUMPHREY, CHAIR | MICHAEL R. PLAZIAK, PG, EXECUTIVE OFFICER

applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

PROJECT DESCRIPTION

This NOA is based upon the information provided by the Applicant. Project details are summarized in the following table.

General Project Information

Category	Data
Applicant	San Bernardino County Flood Control District
Agent	Nancy Sansonetti
Project Name	Desert Knolls Wash Phase 3
Project Purpose and Description	The purpose of the Project is to provide flood control protection to adjacent developments, including existing residential neighborhoods. Permanent impacts will result from grading stream slopes to 2:1 and adding side slope protection which consist of grouted and ungrouted riprap. The new stream channel will follow the existing meandering footprint of the wash, with stream base widths of 30 to 150 feet (Enclosure 2). Temporary impacts will result from construction access.
Project Type	Bank, Channel, and Beach Modification, Permanent Diversion Structures
Project Address or other Locating Information	The Project is located near the intersection of Quantico Road and Potomac Road in Apple Valley, San Bernardino County.
Project Location Latitude/Longitude	Latitude: 34.535555 Longitude: -117.278888 (Center)
Hydrologic Unit(s)	Mojave Hydrologic Unit (628.00), Upper Mojave Hydrologic Area (628.20)
Total Project Size	1.1 Acres
Receiving Water(s) Name	Desert Knolls Wash, tributary to the Mojave River
Water Body Type(s)	Minor surface waters and minor wetlands
Beneficial Uses	Minor surface waters: MUN, AGR, GWR, POW, REC-1, REC-2, WARM, COLD, WILD Minor wetlands: MUN, AGR, GWR, FRSH, REC-1, REC-2, WARM, COLD, WILD, RARE, WQE, FLD
Potential Water Quality Impacts	Hydrogeomorphic changes in the flow regime on the Project site may result in downstream erosion, sedimentation, and/or siltation.
Federal Permit(s)	None required. USACE has determined that the Project is not subject to CWA section 404 requirements.

Category	Data
Non-Compensatory Mitigation	During construction, the Applicant will follow Best Management Practices (BMPs) including construction storm water controls designed to minimize the short-term degradation of water quality. All temporary impacts will be restored to pre-Project conditions. To document the flood control channel is functioning as designed and not resulting in excessive sedimentation or erosion downstream of the structure, annual reports will be submitted to the Water Board for a minimum of 5 years or until the flood control channel areas have met the performance standard outline in the Monitoring Plan dated July 2022. The first Annual Report is due June 15, 2024.
Compensatory Mitigation	The Applicant proposes to mitigate permanent stream impacts at a ratio of 2 to 1 by purchasing 3.70 acres of preservation riparian desert wash bank credits from the Mojave River Watershed Mitigation Bank. All credit purchases must occur prior to the completion of construction, and proof of purchase be provided to the Water Board. Wetland impacts will be mitigated at a ratio of 8.30 to 1 by enhancing 0.25 acres of wetlands along the Mojave River through the removal of 1,370 cubic yards of concrete from the property owned by the County known as the Hamm Property. Enhancement of the Hamm Property will occur as outlined in the Wetland Mitigation Plan dated July 2022.
Application Fee and Fee Code	\$78,075 (4.24 Acres of impact x \$18,414 per Discharge Area Acre)
Fees Received	\$78,075
Estimated Annual Fee ¹	\$1,736 (annual fee assessed each fiscal year or portion of a fiscal year during which discharges occur until the Water Board issues a Notice of Project Complete Letter to the Applicant).
¹ The actual Annual Fee will be calculated using the fee schedule in effect at the time the annual fee is assessed per California Code of Regulations, Title 23, section 2200(a)(3).	

Impacts of Fill and Excavation to Waters of the State

Water-body Type	Temporary Impacts			Permanent Physical Loss of Area			Permanent Degradation of Ecological conditions		
	Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet
Lake									
Riparian Zone									
Stream Channel	2.31	0	1411	0	0	0	1.85	29,700	895
Wetland	0.05	0	229	0	0	0	0.03	0	130

Mitigation for Temporary Impacts

Aquatic Resource Type	Units	Establishment	Re-establishment	Rehabilitation	Enhancement	Preservation
Lake	Acres					
Riparian Zone	Acres					
	Linear Feet					
Stream Channel	Acres		2.31			
	Linear Feet		1411			
Wetland	Acres		0.05			

Mitigation for Permanent Degradation of Ecological Condition

Aquatic Resource Type	Units	Establishment	Re-establishment	Rehabilitation	Enhancement	Preservation
Lake	Acres					
Riparian Zone	Acres					
	Linear Feet					
Stream Channel	Acres				3.70	
	Linear Feet				1790	
Wetland	Acres				0.25	

CEQA COMPLIANCE

The San Bernardino County Flood Control District prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project. The IS/MND was prepared pursuant to the California Environmental Quality Act (CEQA Public Resources Code 21000, et seq.) and circulated under State Clearinghouse No. 2017021004. The IS/MND was certified on July 13, 2017, following public review.

The Water Board, acting as a CEQA Responsible Agency in compliance with CCR, title 14, section 15096, has considered the IS/MND for the Project and the potential water quality impacts. As a result of the analysis, the Water Board finds potential water quality impacts are less than significant.

CALIFORNIA ECOATLAS

It has been determined through regional, state, and national studies that tracking of mitigation/restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. In addition, to effectively carry out the State's Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both aquatic habitat losses and mitigation/restoration project successes. Therefore, we require that the Applicant

provide Project information related to impacts and mitigation/restoration measures (see Amendment to Monitoring and Reporting Program No. 1 of this NOA) to EcoAtlas using the Project Tracker website, <http://ptrack.ecoatlas.org>. Instructions and how to request a username and password can also be found at the Project Tracker website.

More information about the Water Board's requirement can be found at http://www.waterboards.ca.gov/lahtontan/water_issues/programs/clean_water_act_401/index.shtml. More information about EcoAtlas can be found at: www.ecoatlas.org.

GENERAL INFORMATION

1. The Project must be constructed and operated in accordance with the Project description in the information provided to the Water Board. Deviation from the Project's description constitutes a violation of the conditions upon which this NOA was granted.
2. Neither Project construction activities nor operation of the Project may cause a violation of the *Water Quality Control Plan for the Lahontan Region* (Basin Plan), may cause a condition or threatened condition of pollution or nuisance, or cause any other violation of the Water Code.
3. Any discharge to surface waters within the Project area must be in accordance with the requirements contained in the General Board Order. Failure to abide by the conditions of the General Board Order and this NOA may result in enforcement action as authorized by the provisions of the Water Code.
4. An "Annual Fee" will be assessed each year this NOA remains in "Active" status. The actual Annual Fee will be calculated using the fee schedule in effect at the time the annual fee is assessed per CCR, title 23, section 2200(a)(3). The annual fee will apply each fiscal year or portion of fiscal year until the Applicant submits a Project Completion Report (see Amendment to Monitoring and Reporting Program No. 4 below) and the Water Board issues a Notice of Termination Letter to the Applicant.

AMENDMENT TO MONITORING AND REPORTING PROGRAM R6T-2003-0004

By this NOA, I am amending Monitoring and Reporting Program R6T-2003-0004 of the General Board Order to include additional monitoring and reporting requirements pursuant to California Water Code, section 13267. This revised order for technical report submittal is necessary to verify compliance with the requirements of the General Board Order and to ensure compensatory mitigation requirements are met. The additional requirements are as follows.

1. Thirty (30) days from the date of issuance of this Order, the Applicant is required to upload Project information (all information fields required by EcoAtlas), including a Project map (either using upload or draw polygon features) to the following website: <http://ptrack.ecoatlas.org/>. Amendments to and monitoring reports associated with the Project must be updated on EcoAtlas (using the "Files

and Links” tab under “Projects” in EcoAtlas) in addition to any other reporting required as part of this NOA.

2. The Applicant proposes to mitigate permanent stream impacts at a ratio of 2 to 1 by purchasing 3.70 acres of preservation riparian desert wash bank credits from the Mojave River Watershed Mitigation Bank. All credit purchases must occur prior to the completion of construction, and proof of purchase be provided to the Water Board. Wetland impacts will be mitigated at a ratio of 8.30 to 1 by enhancing 0.25 acres of wetlands along the Mojave River through the removal of 1,370 cubic yards of concrete from the property owned by the County known as the Hamm Property. Enhancement of the Hamm Property will occur as outlined in the Wetland Mitigation Plan dated July 2022.
3. To document that the flood control channel is functioning as designed and not resulting in excessive sedimentation or erosion downstream of the structure, annual reports will be submitted to the Water Board for a minimum of 5 years or until the flood control channel areas have met the performance standard outline in the Monitoring Plan dated July 2022. The first Annual Report is due June 15, 2024.
4. To document completion of the Project, the Applicant must submit a **Project Completion Report** to the Water Board within 60 days following completion of the Project. The Project Completion Report should include the following, at minimum: a summary of the Project activities, including the date(s) those activities were performed; identification of repair locations (tabulated with latitude/longitude and corresponding map with photo documentation), and volume of rip-rap used (cubic yards); the area and length of channel of permanent and temporary disturbance to WOS and cumulatively for the entire Project; a summary of the activities related to construction storm water controls and the BMPs used; and a summary of any activities that deviated from those described in the original application and supporting documents. The Project Completion Report must be submitted to Water Board staff via email to Lahontan@waterboard.ca.gov, please include the WDID No. in the subject line.

REVOCATION PROCEDURES

As stated in the General Board Order, coverage shall continue until revoked in writing by the Water Board. The Applicant is responsible for notifying the Water Board in writing that the Project is complete, certifying that the required conditions are met, and requesting revocation of coverage. Coverage for the specific Project will be revoked provided the following conditions are met.

1. The Project is complete, soil stabilization measures and permanent BMPs are in place and functioning, and all mitigation and monitoring requirements are completed.
2. Information required in section B of the Monitoring and Reporting Program for the General Board Order has been submitted.

3. Water Board staff have verified that the conditions of the General Board Order have been met, which may also include a field inspection by Water Board staff.

We look forward to working with you in your efforts to protect water quality. If you have any questions regarding this matter, please contact Tiffany Steinert, Engineering Geologist, at (760) 241-7305 (tiffany.steinert@waterboards.ca.gov) or Jan Zimmerman, Senior Engineering Geologist, at (760) 214-7376 (jan.zimmerman@waterboards.ca.gov).

Please send all future correspondence regarding this Project to the Water Board's email address at Lahontan@waterboards.ca.gov and be sure to include the WDID No. in the subject line.



MICHAEL R. PLAZIAK, PG
EXECUTIVE OFFICER

- Enc: (1) General Board Order and Monitoring and Reporting Program No. R6T-2003-0004
(2) Project Plan and Profile Map

- cc: Nancy Sansonetti, San Bernardino County
(Nancy.Sansonetti@dpw.sbcounty.gov)
Ashley Rosales, Dept. of Fish and Wildlife (Ashley.Rosales@wildlife.ca.gov)
SWRCB, Division of Water Quality (stateboard401@waterboards.ca.gov)

NOT FOR BID

ENCLOSURE 1

General Board Order and Monitoring and Reporting Program
No. R6T-2003-0004

NOT FOR BID

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

BOARD ORDER NO. R6T-2003-0004

GENERAL WASTE DISCHARGE REQUIREMENTS
FOR

**SMALL CONSTRUCTION PROJECTS, INCLUDING UTILITY, PUBLIC WORKS, AND
MINOR STREAMBED/LAKEBED ALTERATION PROJECTS
IN THE LAHONTAN REGION
EXCLUDING THE LAKE TAHOE HYDROLOGIC UNIT**

The California Regional Water Quality Control Board, Lahontan Region (Regional Board) finds:

1. In accordance with Section 13260 of the California Water Code, the discharge of storm water runoff and products of erosion from small construction projects, including utility, public works, within certain sensitive watersheds in the Lahontan Region, and discharges associated with minor streambed/lakebed alteration projects in the Lahontan Region is considered to be a discharge of waste that could affect the quality of waters of the State.
2. The Regional Board may prescribe requirements for any proposed discharge, in accordance with Section 13263 of the California Water Code.
3. Implementation of temporary best management practices (BMPs) is an effective and economical means of preventing or minimizing the discharge of the products of erosion, sediment-laden storm water, and minor waste material spills from small construction projects.
4. Implementation of permanent best management practices (BMPs) after construction is an effective means of treating storm water runoff from impervious surfaces and of preventing erosion following construction of small sites.
5. This General Permit regulates: 1) discharges associated with minor streambed/lakebed alteration projects in the Lahontan Region; and 2) storm water discharges from small construction activity that enter surface waters either directly or indirectly through drainage conveyances or municipal separate storm sewer facilities within the following Hydrologic Units/Areas in the Lahontan Region (see Attachments "A", "B", and "C"):
 - a. Little Truckee River Hydrologic Unit (HU No. 636.00)
 - b. Truckee River Hydrologic Area (HU No. 635.20)
 - c. West Fork Carson River Hydrologic Unit (HU No. 633.00)
 - d. East Fork Carson River Hydrologic Unit (HU No. 632.00)
 - e. Mono Hydrologic Unit (HU No. 601.00)
 - f. Long Hydrologic Area (HU No. 603.10)

6. Small construction projects located within the jurisdiction of local agencies that have entered into a Memorandum of Understanding (MOU) with the Regional Board to implement a storm water construction pollution control program in accordance with the *Water Quality Control Plan for the Lahontan Region* (Basin Plan) are not subject to this General Permit. The Town of Mammoth Lakes has entered into such an MOU with the Regional Board and upon adoption of this Permit the Regional Board waives requirements for submitting Reports of Waste Discharge for small construction activity, as defined in Finding 9, within the Mammoth Lakes jurisdiction. Subsequent to the adoption of this Order, other jurisdictions may enter into MOUs with the Regional Board and qualify for a similar waiver.
7. Discharges of storm water runoff and products of erosion from certain construction projects in the Lake Tahoe Hydrologic Unit are regulated under separate General Waste Discharge Requirements and are not covered under this permit.
8. This General Permit does not preempt or supersede the authority of local storm water management agencies to prohibit, restrict, or control storm water discharges to separate storm sewer systems or other watercourses within their jurisdiction, as allowed by State and Federal law.
9. For purposes of this Order, a "small construction project" includes construction activity that results in land disturbance of 10,000 square feet or more and is not covered under the State Water Resources Control Board (SWRCB) Water Quality Order 99-06 DWQ (Statewide Construction General Permit). Land disturbance is clearing, grading, or disturbances to the ground, including excavation and stockpiling, within the footprint of the structure to be constructed, and any staging and access areas that disturb native soil conditions. Only the actual area of land disturbance is considered when determining whether a project must be covered under this Permit. For example, if a 1-acre parcel (43,560 square feet) is to be developed, but only 9,000 square feet of soil will be disturbed within the project site, coverage under this Permit is not required. Small construction projects also include utility projects proposed by a public or private utility and public works projects proposed by a public entity that involve 10,000 square feet or more of land disturbance.

The Statewide Construction General Permit currently covers projects involving one acre or more of land disturbance. Small construction activity that results in land disturbances of less than 10,000 square feet is subject to this General Permit if the construction activity is part of a larger common plan of development that, as a whole, encompasses 10,000 square feet, but less than 1 acre of soil disturbance. For example, a single development that is completed in two separate phases, with each phase disturbing 8,000 square feet, would require coverage under this Permit because the total land disturbance associated with the project as a whole is 16,000 square feet. For purposes of this Order, Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to protect public health and safety.

10. For purposes of this order, a "minor streambed/lakebed alteration project" is one that includes soil disturbing work, including maintenance dredging, within the high water mark of any water body in the Lahontan Region or the 100-year floodplain in the Truckee and Little Truckee River Hydrologic Units, and is not regulated by the Army Corps of Engineers under Clean Water Act (CWA) Section 404.
11. This General Permit does not authorize discharges of fill or dredged material regulated by the U.S. Army Corps of Engineers under CWA Section 404 and does not constitute a state water quality certification under CWA Section 401.

12. To obtain authorization for proposed storm water discharges associated with land disturbing activities to ground and/or surface waters pursuant to this General Permit, the Discharger must submit a Notice of Intent (NOI – Attachment “D”) to comply with the General Permit and a filing fee to the Regional Board prior to commencement of construction activities. The NOI must include a description of specific temporary and permanent Best Management Practices (BMPs) to be implemented to prevent or minimize the discharge of waste from the project site during and after construction (see Attachment “E”). For proposed construction activity on easements or on nearby property by agreement or permission, the entity responsible for the construction activity must submit the NOI and filing fee and shall be responsible for development and implementation of the BMPs. Coverage under the General Permit shall begin upon written notification from the Regional Board or 30 days following Regional Board receipt of an NOI if the applicant receives no response from the Regional Board.
13. If an individual National Pollutant Discharge Elimination System (NPDES) Permit is issued to a discharger for activities otherwise subject to this General Permit, or if an alternative general or individual permit is subsequently adopted which covers storm water discharges regulated by this General Permit, the applicability of this General Permit to such discharges is automatically terminated on the effective date of the individual permit or the date of approval for coverage under the subsequent General Permit.
14. Potential pollutant discharges from projects covered under this General Permit consist of products of erosion, construction waste materials, dewatering waste, turbid water and waste earthen materials from work within surface waters and small amounts of petroleum products from construction equipment.
15. The Regional Board adopted and the State Water Resources Control Board (SWRCB) approved the *Water Quality Control Plan for the Lamontan Region* (Basin Plan). This General Permit implements the Basin Plan. Dischargers regulated by this General Permit must comply with the water quality standards, guidelines, and provisions in the Basin Plan, and subsequent amendments thereto.
16. Runoff from the project site will potentially enter either ground or surface waters of the Hydrologic Units/Areas listed in Finding 5.
17. The beneficial uses of ground and surface waters within the Hydrologic Units/Areas listed in Finding 5 are provided in Chapter 2 of the Basin Plan. There are a variety of designated beneficial uses for individual water bodies that are too numerous to list in this General Permit. The pertinent information available from the Basin Plan at the Regional Board offices and may be found at the following website - <http://www.swrcb.ca.gov/rwqcb6/files.htm>
18. A Negative Declaration for the adoption of this General Permit was certified by the Regional Board on January 8, 2003 (Resolution No. R6T-2003-0004) in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.).
19. The projects regulated by this General Permit are typically nonrecurring and short-term construction projects that will normally be completed within two construction seasons. The applicability of these requirements to the specific project may be revoked pursuant to Administrative Provisions – Section IV.D.
20. The Regional Board has notified the interested agencies and persons of its intent to adopt general waste discharge requirements for small construction projects and has provided them with an opportunity to submit their written views and recommendations.

21. The Regional Board in a public meeting heard and considered all comments pertaining to the requirements.

IT IS HEREBY ORDERED that all dischargers submitting an NOI, applicable fee, and BMP plan in accordance with this permit shall comply with the following:

I. DISCHARGE PROHIBITIONS

- A. The discharge of waste¹, including but not limited to, waste earthen materials (such as soil, silt, sand, clay, rock, or other organic or mineral material) that causes violation of any narrative water quality objective contained in the Basin Plan, including the Nondegradation Objective, is prohibited.
- B. The discharge of waste that causes violation of any numeric water quality objective contained in the Basin Plan is prohibited.
- C. Where any numeric or narrative water quality objective contained in the Basin Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.
- D. The discharge, attributable to human activities, of solid or liquid waste materials, including but not limited to soil, silt, clay, sand, or other organic or earthen material, to surface waters of the Truckee River and Little Truckee River Hydrologic Units, is prohibited.
- E. The discharge or threatened discharge, attributable to human activities, of solid or liquid waste materials, including but not limited to soil, silt, clay, sand, or other organic or earthen material, to lands within the 100-year floodplain of the Little Truckee River and Truckee River, or any tributary to the Little Truckee and Truckee Rivers, is prohibited. A summary of the waste discharge prohibitions and exception criteria is presented in Attachment "F."
- F. Unless specifically granted, authorization pursuant to this General Permit does not constitute an exemption to applicable discharge prohibitions prescribed in the Basin Plan.
- G. Unless otherwise authorized by a separate waste discharge permit, discharges of material other than storm water, including dewatering waste, to a separate storm sewer system or waters of the state are prohibited. Discharge of dewatering waste to land is covered under this General Permit providing that there are no pollutants present that could degrade groundwater quality. If no land disposal alternatives exist for dewatering waste, the Discharger may seek coverage to discharge dewatering waste to surface waters under a separate NPDES permit by submitting a separate Report of Waste Discharge.
- H. Discharges of non-storm water are allowed only when necessary for performance and completion of construction projects and where they do not cause or contribute to a violation of any water quality standard. Such discharges must be described in the BMP plan (see Provision III – Best Management Practices). Wherever feasible, alternatives that do not result in the discharge of non-storm water, or that discharge any non-storm water to land, shall be implemented.

¹ CWC Section 13050(d): "Waste" includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

- I. Storm water discharges regulated by this General Permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302.
- J. Except under emergency conditions, land disturbance between October 15 of any year and May 1 of the following year is prohibited in the Little Truckee River and Truckee River Hydrologic Units. Where it can be shown that granting a variance would not cause or contribute to the degradation of water quality, an exception to the dates stated above may be granted in writing by the Executive Officer.
- K. The discharge of fresh concrete or grout to surface waters is prohibited, unless the discharge is confined to the work area and isolated from flowing streams or water bodies.
- L. The discharge of oil, gasoline, diesel fuel, any petroleum derivative, any toxic chemical, or hazardous waste is prohibited.
- M. The discharge of waste, including wastes contained in storm water, shall not cause a pollution, threatened pollution, or nuisance as defined in Section 17050 of the California Water Code.

II. RECEIVING WATER LIMITATIONS

- A. Storm water discharges and authorized non-storm water discharges to any ground water or surface water shall not adversely impact human health or the environment.
- B. The discharge of storm water from the project area to surface waters shall not cause or contribute to a violation of any narrative or numeric water quality objective contained in the Basin Plan. Where any numeric or narrative water quality objective contained in the Basin Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited. A complete listing of water quality objectives is presented in the Basin Plan, Chapter 3 and can be found at the following website - <http://www.swrcb.ca.gov/rwqch6/files.htm>

Water quality objectives that apply to all surface waters within the Lahontan Region include, but are not limited to, the following construction-related pollutants.

Oil and Grease

Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect the water for beneficial uses.

For natural high quality waters, the concentration of oils, greases, or other film or coat generating substances shall not be altered.

pH

In fresh waters with designated beneficial uses of COLD or WARM, changes in normal ambient pH levels shall not exceed 0.5 pH units. For all other waters of the Region, the pH shall not be depressed below 6.5 nor raised above 8.5.

The Regional Board recognizes that some waters of the Region may have natural pH levels outside of the 6.5 to 8.5 range. Compliance with the pH objective for these waters will be determined on a case-by-case basis.

Sediment

The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect the water for beneficial uses.

Settleable Materials

Waters shall not contain substances in concentrations that result in deposition of material that causes nuisance or that adversely affects the water for beneficial uses. For natural high quality waters, the concentration of settleable materials shall not be raised by more than 0.1 milliliter per liter.

Turbidity

Waters shall be free of changes in turbidity that cause nuisance or adversely affect the water for beneficial uses. For all waters, increases in turbidity shall not exceed natural levels by more than 10 percent. Additionally for the Little Truckee Hydrologic Unit and Truckee River Hydrologic Area, turbidity shall not be raised above 5 Nephelometric Turbidity Units (NTU) mean of monthly means. Additionally for the West Fork Carson River Hydrologic Unit, the turbidity shall not be raised above a mean of monthly means value of 2 NTU.

Toxicity

All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life.

- C. Should it be determined by the Discharger or Regional Board staff that storm water discharges and/or authorized nonstorm water discharges are causing or contributing to a violation of an applicable water quality standard, the Discharger shall:
1. Implement corrective measures immediately following discovery that water quality standards were violated, followed by notification to the Regional Board by telephone as soon as possible but no later than 48 hours after the discharge has been discovered. This notification shall be followed by a report within 14 calendar days to the Regional Board, unless otherwise directed by the Regional Board, describing (1) the nature and cause of the water quality standard violation; (2) the BMPs currently being implemented; (3) any additional BMPs which will be implemented to prevent or reduce pollutants that are causing or contributing to the violation of water quality standards; and (4) any maintenance or repair of BMPs. This report shall include an implementation schedule for corrective actions and shall describe the actions taken to reduce the pollutants causing or contributing to the violation.
 2. The Discharger shall revise storm water pollution control measures and monitoring procedures to incorporate: 1) the additional BMPs that have been, and will be implemented; 2) the implementation schedule; and 3) any additional monitoring needed.
 3. Nothing in this section shall prevent the Regional Board from enforcing any provisions of this General Permit while the Discharger prepares and implements the above report.

III. BEST MANAGEMENT PRACTICES (BMPs)

- A. Prior to the initiation of any construction related activities, the Discharger shall develop a BMP implementation plan and install temporary erosion control facilities to prevent transport of earthen materials and other wastes off the property. Guidance for developing the BMP plan is provided in Attachment "E."
- B. All land disturbing activities shall be conducted in accordance with the Lahontan Region Project Guidelines for Erosion Control (Attachment "G").
- C. If the Regional Board determines that the proposed BMPs will not achieve the applicable standards and receiving water objectives, the Discharger may be required to implement additional or alternative BMPs.

IV. ADMINISTRATIVE PROVISIONS

A. Applicability and Timing

1. Upon receipt of the applicable filing fee, an NOI to comply with the provisions of this General Permit, and an adequate BMP plan, the Discharger will be issued a written Notice of Applicability (NOA). The Regional Board reserves the right to request additional information if the NOI and/or BMP plan is deemed inadequate.
2. The Discharger shall submit a NOI, BMP plan, and the appropriate fee at least 30 days prior to the proposed date of construction. Additional time (up to 120 days) will be required for projects that pose a disturbance to flood plains or waters of the state. Construction may not begin until a written NOA is received from the Regional Board or 30 days have elapsed from the date the NOI was received by the Regional Board. If the Discharger is notified in writing that the NOI and/or BMP plan is incomplete, the Discharger must provide the additional information requested in the notice and the Regional Board may take up to 30 days to respond with an NOA or request for additional information.
3. All Dischargers must implement the BMP plan and the Monitoring and Reporting Program upon commencement of construction.
4. Projects may be brought to the Regional Board for consideration of adoption of an individual WDR when the Executive Officer deems it necessary to achieve water quality protection.
5. The conditions of this General Permit do not exempt the Discharger from compliance with any other laws, regulations, or ordinances which may be applicable, do not legalize land treatment and disposal facilities, and leave unaffected any further restraints on those facilities which may be contained in other statutes or required by other regulatory agencies.

B. Provisions

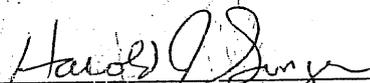
1. All Dischargers must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to drainage systems or other water courses under their jurisdiction.

2. The Discharger shall at all times fully comply with the engineering plans, specifications, and technical reports developed for the project and/or submitted with the NOI. The Discharger shall at all times fully comply with the BMP Plan.
3. The Discharger must comply with the Standard Provisions for Waste Discharge Requirements contained in Attachment "H", which is made part of this General Permit.
4. Pursuant to California Water Code Section 13267, the Discharger shall comply with Monitoring and Reporting Program No. **R6T-2003-0004** hereby made a part of this General Permit.
5. The owners of property subject to this General Permit shall have a continuing responsibility for ensuring compliance with the General Permit. The Discharger identified in the NOA shall remain liable for General Permit violations until an NOI is received from the new owner/operator. Notification of applicable General Permit requirements shall be furnished to the new owners and/or operators and a copy of such notification shall be sent to the Regional Board. This General Permit is transferable to the new owner. Any change in the ownership and/or operation of property subject to this General Permit shall be reported to the Regional Board. The new owner must comply with the General Permit, including the Monitoring and Reporting Program.

C. Revocation Procedures

Coverage under the General Permit shall continue until revoked in writing by the Regional Board staff. The Discharger is responsible for notifying the Regional Board in writing that the project is complete, certifying that the required conditions are met, and requesting revocation of coverage under the General Permit. The General Permit for the specific project will be revoked provided the following conditions are met: 1) the construction project is complete and soil stabilization measures are in place and functioning; 2) permanent BMPs have been installed and are functional; 3) information required by the attached Monitoring and Reporting Program has been submitted; and 4) Regional Board staff have inspected the site, if deemed necessary.

I, Harold J. Singer, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on January 8, 2003.



HAROLD J. SINGER
EXECUTIVE OFFICER

Attachment A: Map of Little Truckee River Hydrologic Unit and Truckee River Hydrologic Area

Attachment B: Map of West and East Forks Carson River Hydrologic Units

Attachment C: Map of Mono Hydrologic Unit and Long Hydrologic Area

Attachment D: Notice of Intent Form

Attachment E: Best Management Practices Plan

Attachment F: Waste Discharge Prohibitions and Exception Criteria for Projects within the Truckee River Hydrologic Unit

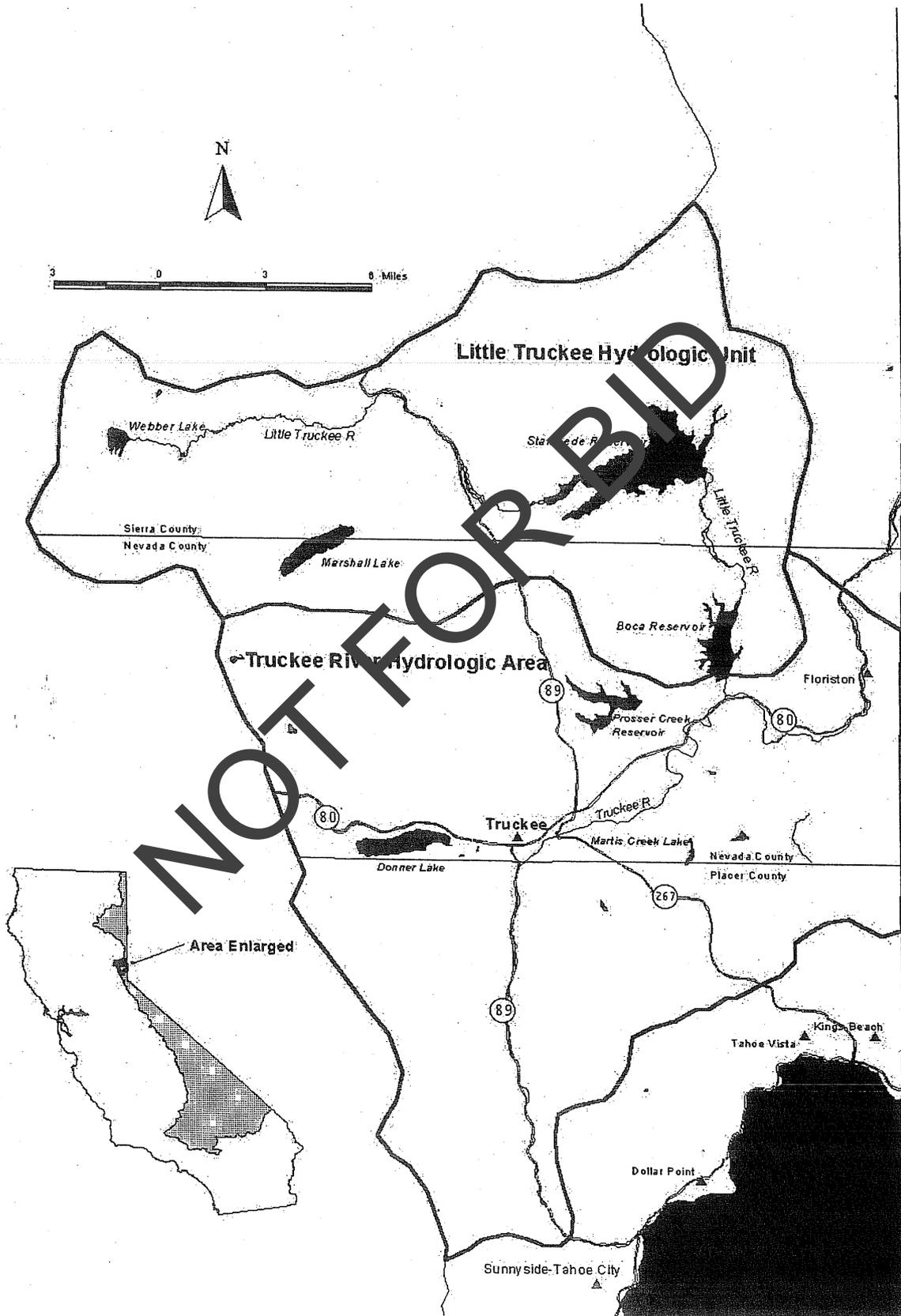
Attachment G: Lahontan Region Project Guidelines for Erosion Control

Attachment H: Standard Provision for Waste Discharge Requirements

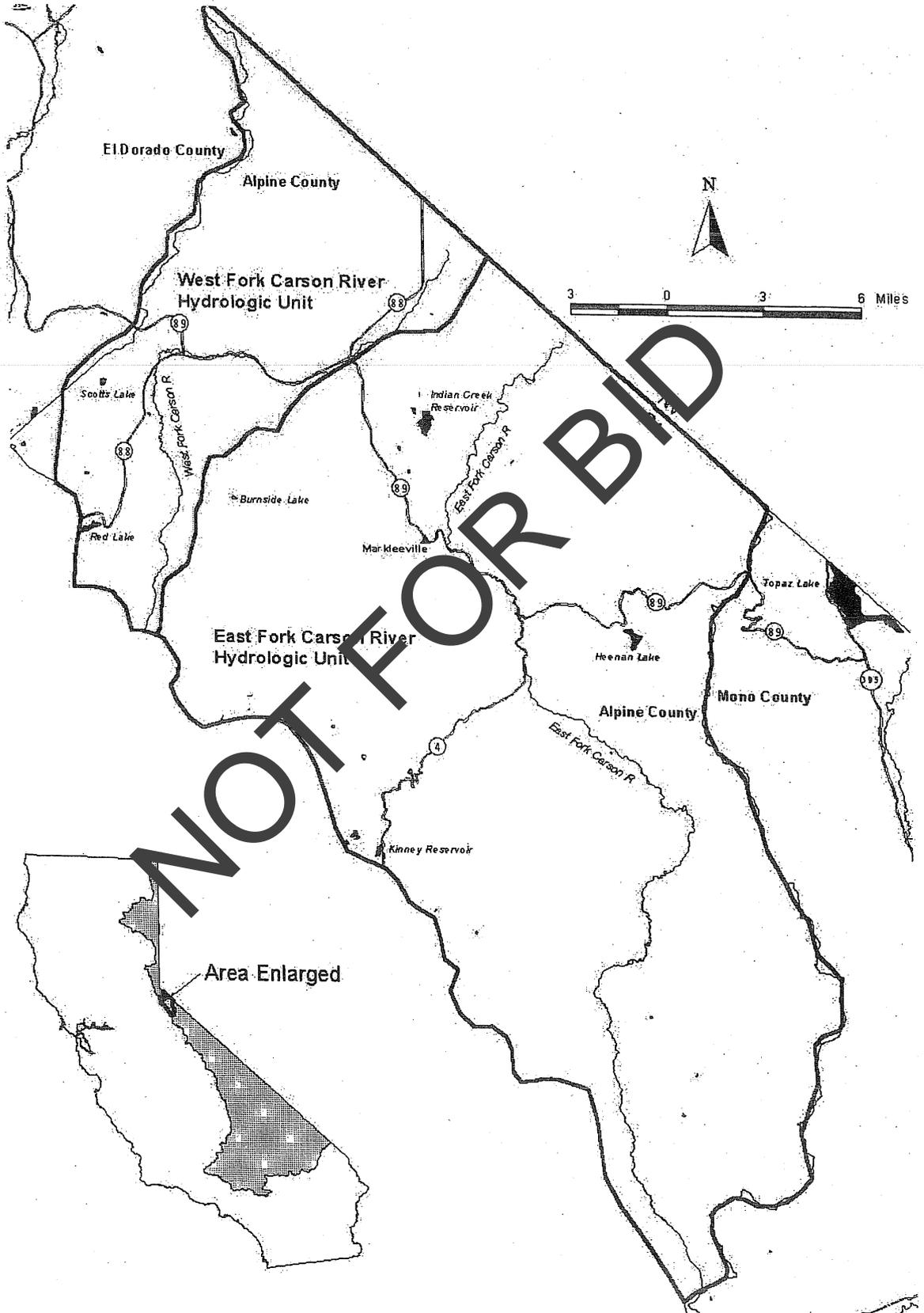
BA/cgT: Small Construction General Permit WDR

NOT FOR BID

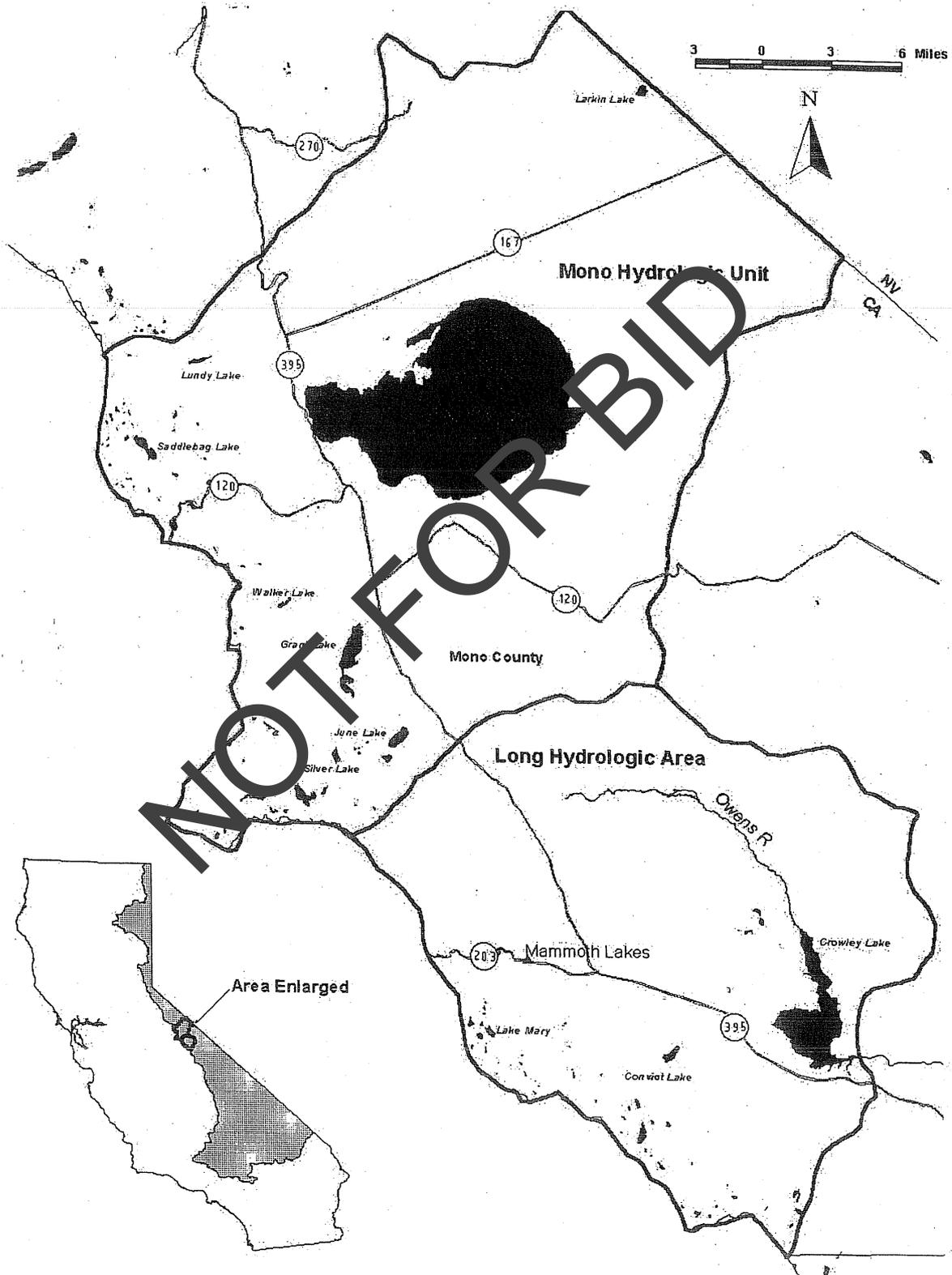
Attachment "A"
Little Truckee River Hydrologic Unit
And
Truckee River Hydrologic Area



Attachment "B"
West and East Fork Carson River
Hydrologic Units



Attachment "C"
Mono Hydrologic Unit
And
Long Hydrologic Area



ATTACHMENT "D"
 California Regional Water Quality Control Board – Lahontan Region
 NOTICE OF INTENT
 TO COMPLY WITH THE TERMS OF THE
 GENERAL WASTE DISCHARGE REQUIREMENTS
 FOR
 SMALL CONSTRUCTION PROJECTS, INCLUDING UTILITY, PUBLIC WORKS, AND MINOR STREAMBED/LAKEBED
 ALTERATION PROJECTS
 IN THE LAHONTAN REGION
 EXCLUDING THE LAKE TAHOE HYDROLOGIC UNIT
 (WQ ORDER No. R6T-2003-0004)

I. NOI STATUS (SEE INSTRUCTIONS)

MARK ONLY ONE ITEM	1. <input type="checkbox"/> New Construction	2. <input type="checkbox"/> Change of Information for WQID#
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II. PROPERTY OWNER

Name	Contact Person
Mailing Address	Title
City	State Zip Phone () -

III. DEVELOPER/CONTRACTOR INFORMATION

Developer/Contractor	Contact Person
Mailing Address	Title
City	State Zip Phone () -

IV. CONSTRUCTION PROJECT INFORMATION

Site/Project Name	Site Contact Person
Physical Address/Location	Latitude Longitude County ° °
City (or nearest City)	Zip Site Phone Number Emergency Phone Number () - () -
A. Total size of construction site area: _____ Acres	C. Percent of site imperviousness (including rooftops): Before Construction: _____ % After Construction: _____ %
B. Total area to be disturbed: _____ Acres (% of total _____)	D. Tract Number(s): _____ E. Mile Post Marker: _____
F. Is the construction site part of a larger common plan of development or sale? <input type="checkbox"/> YES <input type="checkbox"/> NO	G. Name of plan or development:
H. Construction commencement date: ____/____/____	J. Projected construction dates: Complete grading: ____/____/____ Complete project: ____/____/____
I. % of site to be mass graded: _____	
K. Type of Construction (Check all that apply): 1. <input type="checkbox"/> Residential 2. <input type="checkbox"/> Commercial 3. <input type="checkbox"/> Industrial 4. <input type="checkbox"/> Reconstruction 5. <input type="checkbox"/> Transportation 6. <input type="checkbox"/> Utility Description: _____ 7. <input type="checkbox"/> Other (Please List): _____	

V. BILLING INFORMATION

SEND BILL TO: <input type="checkbox"/> OWNER (as in II. above)	Name	Contact Person	
<input type="checkbox"/> DEVELOPER (as in III. above)	Mailing Address	Phone/Fax	
<input type="checkbox"/> OTHER (enter information at right)	City	State	Zip

VI. REGULATORY STATUS

A. Has a local agency approved a required erosion/sediment control plan?..... YES NO
 Does the erosion/sediment control plan address construction activities such as infrastructure and structures?..... YES NO
 Name of local agency: _____ Phone: () - _____

B. Is this project or any part thereof, subject to conditions imposed under a CWA Section 404 permit or 401 Water Quality Certification?..... YES NO
 If yes, provide details: _____

VII. RECEIVING WATER INFORMATION

A. Does the storm water runoff from the construction site discharge to (Check all that apply):

- Indirectly to waters of the State
- Storm drain system - Enter owner's name: _____
- Directly to waters of State (e.g. , river, lake, creek, stream, wetlands)

B. Name of receiving water: (river, lake, creek, stream, wetlands): _____

VIII. BEST MANAGEMENT PRACTICES (BMP) PLAN AND FEE

Have you included a BMP Plan with this submittal? .. YES NO
 Have you included payment of the annual fee with this submittal?..... YES NO

X. CERTIFICATIONS

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a Storm Water Pollution Prevention Plan and a Monitoring Program Plan will be complied with."

Printed Name: _____
 Signature: _____ Date: _____
 Title: _____

NOT FOR BID

ATTACHMENT "E"

BEST MANAGEMENT PRACTICES PLAN

The purpose of the Best Management Practices (BMP) plan is to evaluate potential sources of sediment and other pollutants at the construction site and put controls in place that will effectively prevent pollutant discharges to surface and ground waters. The following general pollution control elements should be addressed in the BMP Plan:

1. retain soil and sediment on the construction site;
2. prevent non-storm water discharges that would discharge pollutants off site;
3. prevent the discharge of other pollutants associated with construction activities to land or surface waters;
4. permanently stabilize disturbed soils; and
5. minimize the effects of increased storm water runoff from impervious surfaces.

For detailed information on construction related BMPs, the EPA document Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices may be found at the following website:
http://cfpub.epa.gov/npdes/pkeyword.cfm?keywords=BMPs&program_id=0

Additional information may be also be obtained by contacting the Lahontan Regional Water Quality Control Board.

Specific guidance for completing the Best Management Practices (BMP) Plan is provided below. The BMP Plan must be submitted with the Notice of Intent (NOI) to obtain coverage under the General Permit. Use the attached form for preparing the BMP plan.

Temporary Erosion Control

This element of the BMP Plan addresses temporary erosion control or soil stabilization measures to be implemented during the time while active construction and land disturbing work is active. The most efficient way to address erosion control is to preserve existing vegetation where feasible, limit disturbance, and stabilize and revegetate disturbed areas as soon as possible after grading or construction. Use of temporary erosion control measures is especially important on large graded sites where soil exposure to rainfall and wind can cause significant soil loss if left unprotected during the time active construction activities are conducted. Some of these measures may overlap with the permanent soil stabilization measures discussed later in the section. Until permanent vegetation is established, temporarily covering the soil is the most cost-effective and expeditious method to prevent and minimize erosion.

Indicate on the BMP Plan what methods will be used to prevent erosion from cut and fill slopes and other disturbed areas after grading activities are completed, but before permanent soil stabilization measures can be implemented. Options may include, but are not limited to:

- Covering with mulch
- Temporary seeding or planting
- Applying soil stabilizers or binders (tackifier)

- **Placing fiber rolls/logs on bare slopes**
- **Covering surfaces with erosion control blankets**
- **Diverting run off around disturbed areas using stabilized conveyances**

Sediment Control

Sediment control BMPs are required at appropriate locations along the site perimeter and at all internal inlets to the storm drain system. Sediment controls used in combination with the erosion controls described above can effectively prevent the discharge of pollutants off site. Effective filtration devices, barriers, and settling devices shall be selected, installed and maintained properly. The sediment control plan must also include provisions to temporarily stabilize construction access points such that soil, sediment, and other construction related materials are not tracked out beyond the site perimeter.

Indicate on the BMP Plan what sediment controls will be used at the site. Options may include, but are not limited to:

Filter barriers -

- **fiber rolls/logs**
- **silt fence**
- **straw bale barriers**
- **gravel inlet filters**

Retention structures -

- **sediment traps**
- **settling basins**

Stabilized access points, good housekeeping –

- **crushed rock**
- **mulch**
- **landing mats**
- **frequent sweeping**

Stabilization

All disturbed areas of the construction site must be stabilized once construction is complete. Disturbed areas include drainage ditches or channels. Stabilization means implementing permanent rather than temporary erosion controls. It is recommended to stabilize disturbed areas in inactive (no further land disturbance planned) portions of the site as soon as feasible. Final stabilization for the purposes of submitting a Notice of Termination (NOT) is satisfied when all soil disturbing activities are completed AND EITHER OF THE TWO FOLLOWING CRITERIA ARE MET:

1. A uniform vegetative cover with 70 percent coverage has been established OR:
2. equivalent stabilization measures have been employed. These measures include the use of such BMPs as mulch, erosion blankets, rip rap, fiber treatments, or other erosion resistant soil coverings or treatments.

Where background native vegetation covers less than 100 percent of the surface, such as in arid areas, the 70 percent coverage criteria is adjusted as follows: if the native vegetation on adjacent undisturbed areas covers 50 percent of the ground surface, 70 percent of 50 percent (.70 X .50=.35) would require 35 percent total uniform surface coverage.

Indicate on the BMP Plan what stabilization measures will be used at the site. Options may include, but are not limited to:

- **Seeding and/or planting (including hydro mulching/seeding)**
- **Mulching (wood chips, gravel, other) in combination with seeding/planting**
- **Installing erosion blankets (typically used on steeper disturbed slopes or unlined drainage ditches in combination with permanent seeding/planting)**
- **Placing rip rap**

Non-Storm Water Management

Non-storm water discharges should be eliminated or reduced to the extent feasible. Certain non-storm water discharges (e.g. irrigation of vegetative erosion control measures, pipe flushing and testing) may be necessary for the completion of some construction projects and are authorized by this General Permit. Other non-storm water discharges such as concrete washout, and driveway and street washing that would flush sediment or other pollutants to storm drains or surface waters are not allowed and would be a violation of this General Permit. De-watering waste should be discharged to land and infiltrated. A separate permit may be necessary if de-watering waste must be discharged to surface waters due to site constraints.

Indicate on the BMP Plan how unauthorized non-storm water discharges will be controlled. Options include, but are not limited to:

- **Approved off-site wash-out and wash-down areas**
- **Lined wash-out containment basins/traps**
- **De-watering waste infiltration or containment**

Spill Prevention and Control

The BMP Plan must describe measures to prevent and control potential leaks/spills of petroleum products such as fuels and lubricating materials, and other potentially hazardous materials. Secured storage areas for fuels and chemicals should be established and sufficient spill cleanup materials should be at the site to respond to accidental spills.

Indicate on the BMP Plan what spill prevention and control measures will be used. Options include, but are not limited to:

- **Covered material storage**
- **Material storage containment (berms, lined surfaces, secondary containment devices etc.)**
- **Regular equipment leak inspections**
- **Drip pans**
- **Absorbents**

Post-Construction Storm Water Management

Post-construction storm water controls are needed to reduce the impacts of adding impervious surfaces to the landscape and adding potential pollutant sources within storm water drainage areas. Additional impervious surfaces reduce storm water infiltration and storage and increase the volume and velocity of run off down stream from developed sites. Whenever possible, use of infiltration and treatment devices is encouraged. Specific requirements for infiltration or treatment of storm water runoff volume from a 20-year, 1-hour storm from all impervious surfaces in the Truckee River, Little Truckee River, and Mammoth Lakes watersheds must be met (see Attachment "G") Design approaches that limit overall land disturbance and reduce the amount of impervious surfaces are encouraged. Additional post-construction BMPs should also be incorporated into projects as appropriate and be properly maintained.

Indicate on the BMP Plan what post-construction BMPs will be implemented. Options include, but are not limited to:

- **Infiltration structures**
- **Detention/retention basins**
- **Storm water treatment vaults**
- **Biofilter BMPs (typically vegetated swales, strips, and buffers)**
- **Energy dissipation devices (structures designed to prevent erosion and slow water velocity associated with conveyance systems)**
- **Efficient irrigation systems**
- **Proper drain plumbing (e.g. ensuring that interior drains are not connected to a storm sewer system)**

Maintenance, Inspection, and Repair

BMPs implemented at the site must be properly maintained to be effective. The BMP plan shall include provisions to inspect and maintain all BMPs identified in the plan throughout the duration of the project. Sites that are inactive and winterized through the wet season should be checked periodically to ensure the site remains stable. For sites where construction activity is conducted through the wet season, the Discharger must ensure that BMPs remain effective.

Indicate on the BMP Plan how BMPs will be inspected and repaired in accordance with the following minimum program:

For inactive construction sites during wet season -

- **Cease construction through wet season and winterize (see Attachment "G")**

For active construction sites during wet season -

- **Inspect BMPs before and after storm events**
- **Inspect BMPs once each 24-hour period during extended storm events**
- **Implement repairs or design changes as soon as feasible depending upon worker safety and field conditions**
- **Have provisions to respond to failures and emergencies**

BEST MANAGEMENT PRACTICES PLAN

Discharger Name: _____

Site Name: _____

Street Address: _____

City: _____

County: _____

Use the template provided below to identify BMPs to be implemented at the construction site. Check the boxes next to the BMPs that will be used. If other BMPs will be used, describe them in the space provided for "Other BMP." Attach additional sheets if needed.

TEMPORARY EROSION CONTROL

Erosion from graded or disturbed areas, including cut and fill slopes, will be temporarily protected once soil disturbing activities are completed by the following method(s):

- Covering with mulch
- Temporary seeding or planting
- Applying soil stabilizers or binders (tackifier)
- Placing fiber rolls/logs on bare slopes
- Covering surfaces with erosion control blankets
- Diverting run off around disturbed areas using stabilized conveyances
- Other (describe below)

BEST MANAGEMENT PRACTICES PLAN

SEDIMENT CONTROL

Excess sediment will be prevented from running off the site or to storm drain inlets by the following method(s):

Filter barriers -

- fiber rolls
- silt fence
- straw bale barriers
- gravel inlet filters

Retention structures -

- sediment traps
- settling basins

Stabilized access points/good house keeping -

- crushed rock
- mulch
- landing mats
- frequent sweeping
- Other (describe below)

NOT FOR BID

BEST MANAGEMENT PRACTICES PLAN

STABILIZATION

Disturbed soil areas not covered with impervious surfaces will be permanently stabilized by the following method(s):

- Seeding and/or planting (including hydro mulching/seeding)
- Mulching (wood chips, gravel, other) in combination with seeding/planting
- Installing erosion blankets (typically used on steeper disturbed slopes or unlined drainage ditches in combination with permanent seeding/planting)
- Placing rip rap (describe location)
- Other (describe below)

NOT FOR BID

NON-STORM WATER MANAGEMENT

Unauthorized non-storm water discharges will be controlled using the following method(s):

- Approved off-site wash-out and wash-down areas (describe location)
- Lined wash-out containment basins/traps (describe location)
- De-watering waste infiltration or containment (describe location)
- Other (describe below)

BEST MANAGEMENT PRACTICES PLAN

POST-CONSTRUCTION STORM WATER MANAGEMENT

The following post-construction BMPs will be implemented to reduce impacts from additional impervious surfaces and pollutant sources (include design calculations used to size BMPs):

- Infiltration structures
- Detention/retention basins
- Storm water treatment vaults
- Biofilter BMPs (typically vegetated swales, strips and buffers)
- Energy dissipation devices (structures designed to prevent erosion and slow water velocity associated with conveyance systems)
- Efficient irrigation systems
- Proper plumbing design (e.g. ensuring that interior drains are not connected to a storm sewer system)
- Other (describe below)

NOT FOR BID

BEST MANAGEMENT PRACTICES PLAN

MAINTENANCE, INSPECTION, AND REPAIR

BMPs will be inspected and repaired in accordance with the following minimum program:

For inactive construction sites during wet season (October 15 – May 1) –

- Cease construction through wet season and winterize (see Attachment “G”)

For active construction sites during wet season (October 15 – May 1) –

- Inspect BMPs, and repair if needed, before and after storm events
- Inspect BMPs once each 24-hour period during extended storm events
- Implement repairs or design changes as soon as feasible depending upon worker safety and field conditions
- Have provisions to respond to failure and emergencies
- Other (describe below)

NOT FOR BID

ATTACHMENT "F"

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

WASTE DISCHARGE PROHIBITIONS
AND
EXCEPTION CRITERIA
FOR PROJECTS WITHIN THE TRUCKEE RIVER HYDROLOGIC UNIT

The *Water Quality Control Plan for the Lahontan Region* (Basin Plan) prohibits the discharge or threatened discharge, attributable to human activities, of solid or liquid waste¹ materials (including, but not limited to, soil, silt, clay, sand and other organic and earthen materials) to lands within the 100-year floodplain of the Truckee River or within the 100-year floodplain of any tributary² to the Truckee River. The Regional Board may grant exceptions to the prohibition for repair or replacement of existing structures provided that a loss of additional floodplain area or volume does not occur, and Best Management Practices and mitigation measures are used to minimize any potential soil erosion and/or surface runoff problems.

The Regional Board may also grant exceptions to the prohibition for the following types of new projects:

- (1) Projects solely intended to reduce or mitigate existing sources of erosion or water pollution, or to restore the functional value to previously disturbed floodplain areas.
- (2) Bridge abutments, approaches, or other essential transportation facilities identified in an approved county general plan.
- (3) Projects necessary to protect public health or safety, or to provide essential public services.
- (4) Projects necessary for public recreation.
- (5) Projects that will provide outdoor public recreation within portions of the 100-year flood plain that have been substantially altered by grading and/or filling activities which occurred prior to June 26, 1975.

¹ Waste includes earthen material placed in a water body or carried to waters by erosive forces. Construction activity involving ground disturbance within 100-year floodplain areas is generally considered to constitute a threat of discharge.

² Tributaries include: perennial surface waters (rivers, streams, lakes, wetlands) and ephemeral (seasonal) watercourses exhibiting evidence of the occurrence of flowing water, and having the potential to transport water and/or sediment to another water body, including, but not limited to, named and unnamed streams, wetlands, and lakes.

The Basin Plan allows an exception to the prohibitions for new projects only when the Regional Board makes all of the following findings:

- The project is included in one or more of the five categories listed above.
- There is no reasonable alternative to locating the project or portions of the project within the 100-year flood plain.
- The project, by its very nature, must be located within the 100-year flood plain. (The determination of whether a project, by its very nature, must be located in a 100-year flood plain shall not apply to projects in category (5), above, and shall be based on the type of project proposed, not the particular site proposed.)
- The project incorporates measures which will ensure that any erosion and surface runoff problems caused by the project are mitigated to levels of insignificance.
- The project will not individually or cumulatively with other projects, directly or indirectly, degrade water quality or impair beneficial uses of water.
- The project will not reduce the flood flow attenuation capacity, the surface flow treatment capacity, or the ground water flow treatment capacity from existing conditions. All 100-year flood plain areas and volumes lost as a result of the project must be completely mitigated by restoration of previously-disturbed floodplain within or as close as practical to the project site.³ The restored, new, or enlarged floodplain shall be of sufficient area and volume to more than compensate for the flood flow attenuation capacity, surface flow treatment capacity and ground water flow treatment capacity which are lost as a result of the project.

³ This finding will not be required for new projects necessary to protect public health and safety. For new projects necessary to provide essential public services, this finding will not be required when the Regional Board finds mitigation measures to be infeasible because the financial resources of the project proponent are severely limited.

ATTACHMENT "G"

LAHONTAN REGION PROJECT GUIDELINES FOR EROSION CONTROL

In the interest of protecting surface water quality from unnatural or accelerated erosion caused by land development, the following guidelines shall be followed:

Guidelines Applicable To: Little Truckee River Hydrologic Unit (HU No. 636.00)
Truckee River Hydrologic Area (HU No. 635.20)
West Fork Carson River Hydrologic Unit (HU No. 633.00)
East Fork Carson River Hydrologic Unit (HU No. 632.00)
Mono Hydrologic Unit (HU No. 601.00)
Long Hydrologic Area (HU No. 603.10)

Temporary Construction BMPs

1. Surplus or waste materials shall not be placed in drainage ways or within the 100-year flood plain of surface waters.
2. All loose piles of soil, silt, clay, sand, debris, or earthen materials shall be protected in a reasonable manner to prevent discharge of pollutants to waters of the State. Material stockpiles should be placed on the upgradient side of excavation whenever possible. Stockpiles may also be protected by covering to prevent contact with precipitation and by placing sediment barriers around the stockpiles.
3. Dewatering shall be done in a manner so as to prevent the discharge of pollutants, including earthen materials, from the site. The first option is to discharge dewatering waste to land. A separate permit may be required if, due to site constraints, dewatering waste must be discharged to surface waters. Contact the Regional Board for information on discharging to surface waters.
4. All disturbed areas shall be stabilized by appropriate erosion and/or sediment control measures by October 15 of each year.
5. All work performed between October 15th and May 1st of each year shall be conducted in such a manner that the project can be winterized within 48 hours. Winterized means implementing erosion and/or sediment controls that will prevent the discharge of earthen materials from the site and the controls will remain effective throughout the rainy/snow season without requiring maintenance. In general, this requires stabilizing bare disturbed soils with mulch, erosion protection blankets, or other suitable materials, and installing perimeter sediment controls such as fiber logs or other similar materials that will remain effective during significant rain and snow events.
6. After completion of a construction project, all surplus or waste earthen material shall be removed from the site and deposited at a legal point of disposal.
7. All non-construction areas (areas outside of the construction zone that will remain undisturbed) shall be protected by fencing or other means to prevent unnecessary encroachment outside the active construction zone.
8. During construction, temporary erosion control facilities (e.g., impermeable dikes, filter fences, weed-free straw bales, etc.) shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff.

9. Control of run-on water from offsite areas shall be managed (protected, diverted, treated, etc.) to prevent such water from degrading before it discharges from the site.

10. Where construction activities involve the crossing and/or alteration of a stream channel, such activities require a prior written agreement with the California Department of Fish and Game and shall be timed whenever possible to occur during the period in which streamflow is expected to be lowest for the year. Other control measures may be used as necessary to prevent adverse effects from work in surface waters.

Permanent Construction BMPs

1. Impervious surfaces should be constructed with infiltration trenches or comparable infiltration structures along downgradient sides to infiltrate the increase in runoff resulting from the new impervious surfaces. Infiltration structures should also be constructed to accept runoff from structural (roof top) drip lines. Other control measures may be considered if design and/or site constraints are such that construction of infiltration devices is infeasible. Additional specific design specifications are required for the Truckee, Little Truckee and Long Hydrologic Units/Areas (see specific requirements below).
2. Where possible, existing drainage patterns shall not be significantly modified.
3. Drainage swales disturbed by construction activities shall be stabilized by the addition of crushed rock or riprap, as necessary, or other appropriate stabilization methods.
4. Revegetated areas shall be regularly and continually maintained in order to assure adequate growth and root development. Physical erosion control measures (controls other than live vegetation) shall be placed on a routine maintenance and inspection program to provide continued erosion control integrity.

Additional Requirements for Specific Watersheds

Truckee River Hydrologic Area and Little Truckee Hydrologic Unit

1. Runoff from impervious surfaces shall be treated or contained onsite. For purposes of this requirement, the volume of water to be contained or treated is the 20-year, one-hour storm, which is equal to 0.7 inches of rain.
2. Except in the event of emergencies, land disturbance associated with project construction is prohibited between October 15th and May 1st of the following year. Exemptions may be granted by the Executive Officer on a case by case basis.

Long Hydrologic Area

Policy: (Contact the Regional Water Quality Control Board for information on permitting requirements delegated to the Town of Mammoth Lakes under a Memorandum of Understanding)

1. For Mammoth Lakes watershed at an elevation above 7,000 feet, drainage collection, retention, and infiltration facilities shall be constructed and maintained to prevent transport of the runoff from a 20-year, 1-hour design storm from the project site. A 20-year, 1-hour design storm for the Mammoth Lakes area is equal to 1.0 inch of rainfall.

ATTACHMENT "H"

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

STANDARD PROVISIONS
FOR WASTE DISCHARGE REQUIREMENTS

1. Inspection and Entry

The discharger shall permit Regional Board staff:

- a. to enter upon premises in which an effluent source is located or in which any required records are kept;
- b. to copy any records relating to the discharge or relating to compliance with the waste discharge requirements;
- c. to inspect monitoring equipment or records; and
- d. to sample any discharge.

2. Reporting Requirements

- a. Pursuant to California Water Code 13267(b), the discharger shall immediately notify the Regional Board by telephone whenever an adverse condition occurred as a result of this discharge; written confirmation shall follow within two weeks. An adverse condition includes, but is not limited to, spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance.
- b. Pursuant to California Water Code Section 13260 (c), any proposed material change in the character of the waste, manner or method of treatment or disposal, increase of discharge, or location of discharge, shall be reported to the Regional Board at least 10 days in advance of implementation of any such proposal. This shall include, but not be limited to, all significant soil disturbances.
- c. The owner(s) of, and discharger upon, property subject to waste discharge requirements shall be considered to have a continuing responsibility for ensuring compliance with applicable waste discharge requirements in the operations or use of the owned property. Pursuant to California Water Code Section 13260(c), any change in the ownership and/or operation of property subject to the waste discharge requirements shall be reported to the Regional Board. Notification of applicable waste discharge requirements shall be furnished in writing to the new owners and/or operators and a copy of such notification shall be sent to the Regional Board.
- d. If a discharger becomes aware that any information submitted to the Regional Board is incorrect, the discharger shall immediately notify the Regional Board, in writing, and correct that information.

- e. Reports required by the waste discharge requirements, and other information requested by the Regional Board, must be signed by a duly authorized representative of the discharger. Under Section 13268 of the California Water Code, any person failing or refusing to furnish technical or monitoring reports, or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1000) for each day of violation.
- f. If the discharger becomes aware that their waste discharge requirements are no longer needed (because the project will not be built or the discharge will cease) the discharger shall notify the Regional Board in writing and request that their waste discharge requirements be rescinded.

3. Right to Revise Waste Discharge Requirements

The Board reserves the privilege of changing all or any portion of the waste discharge requirements upon legal notice to and after opportunity to be heard is given to all concerned parties.

4. Duty to Comply

Failure to comply with the waste discharge requirements may constitute a violation of the California Water Code and is grounds for enforcement action or for permit termination, revocation and reissuance, or modification.

5. Duty to Mitigate

The discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the waste discharge requirements which has a reasonable likelihood of adversely affecting human health or the environment.

6. Proper Operation and Maintenance

The discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the discharger to achieve compliance with the waste discharge requirements. Proper operation and maintenance includes adequate laboratory control, where appropriate, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by the discharger, when necessary to achieve compliance with the conditions of the waste discharge requirements.

7. Waste Discharge Requirement Actions

The waste discharge requirements may be modified, revoked and reissued, or terminated for cause. The filing of a request by the discharger for waste discharge requirement

modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any of the waste discharge requirements conditions.

8. Property Rights

The waste discharge requirements do not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

9. Enforcement

The California Water Code provides for civil liability and criminal penalties for violations or threatened violations of the waste discharge requirements including imposition of civil liability or referral to the Attorney General.

10. Availability

A copy of the waste discharge requirements shall be kept and maintained by the discharger and be available at all times to operating personnel.

11. Severability

Provisions of the waste discharge requirements are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

12. Public Access

General public access shall be effectively excluded from treatment and disposal facilities.

13. Transfer

Providing there is no material change in the operation of the facility, this Order may be transferred to a new owner or operation. The owner/operator must request the transfer in writing and receive written approval from the Regional Board Executive Officer.

14. Definitions

- a. "Surface waters" as used in this Order, include, but are not limited to, live streams, either perennial or ephemeral, which flow in natural or artificial water courses and natural lakes and artificial impoundments of waters. "Surface waters" does not include artificial water courses or impoundments used exclusively for wastewater disposal.
- b. "Ground waters" as used in this Order, include, but are not limited to, all subsurface waters being above atmospheric pressure and the capillary fringe of these waters.

15. Storm Protection

All facilities used for collection, transport, treatment, storage, or disposal of waste shall be adequately protected against overflow, washout, inundation, structural damage or a significant reduction in efficiency resulting from a storm or flood having a recurrence interval of once in 100 years.

NOT FOR BID

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

MONITORING AND REPORTING PROGRAM NO. R6T-2003-0004
GENERAL WASTE DISCHARGE REQUIREMENTS

FOR

SMALL CONSTRUCTION PROJECTS, INCLUDING UTILITY, PUBLIC WORKS,
AND MINOR STREAMBED/LAKEBED ALTERATION PROJECTS
LAHONTAN REGION
EXCLUDING THE LAKE TAHOE HYDROLOGIC UNIT

- A. An inspection of the construction site shall be made daily during active construction and monthly during long periods of inactivity (e.g. winter), by the Discharger, resident engineer, superintendent, general contractor, or equivalent. The purpose of the inspection is to discover potential water quality problems at the construction site so that the Discharger can implement corrective measures. The following items should be inspected at the site, as applicable:
1. Damaged containment dikes or erosion fencing
 2. Unauthorized access by vehicles and/or sediment tracking off the site
 3. Boundary fence damage or removal
 4. Disturbed areas with no erosion control protection
 5. Evidence of any sediment leakage through erosion control fencing or containment dikes
 6. Soil piles unprotected or located in drainage ways
 7. Spilled chemicals, paints, fuels, oils, sealants, etc.
 8. Upstream runoff diversion structures in place and operational
 9. Any signs of downstream erosion from runoff discharges
 10. Sediment accumulation within onsite storm water drainage facilities

B. Following completion of project construction, the Discharger shall submit a notice of completion and request for revocation of coverage under the permit. The notice of completion should include the following information:

1. Details on any modification from the construction plans to the proposed stormwater collection, treatment, or disposal facilities.
2. Details on any changes to the amount of impervious coverage for this project.
3. Any significant problems which occurred during project construction and remedial measures taken.
4. Statement that onsite stabilization/revegetation measures have been completed.
5. Certification that project is in compliance with the requirements of the General Permit.

The final report shall contain the name of the project and shall be signed and dated by the property owner or his legal representative. The report shall be submitted to the Regional Board office in South Lake Tahoe.

Ordered by


HAROLD J. SINGER
EXECUTIVE OFFICER

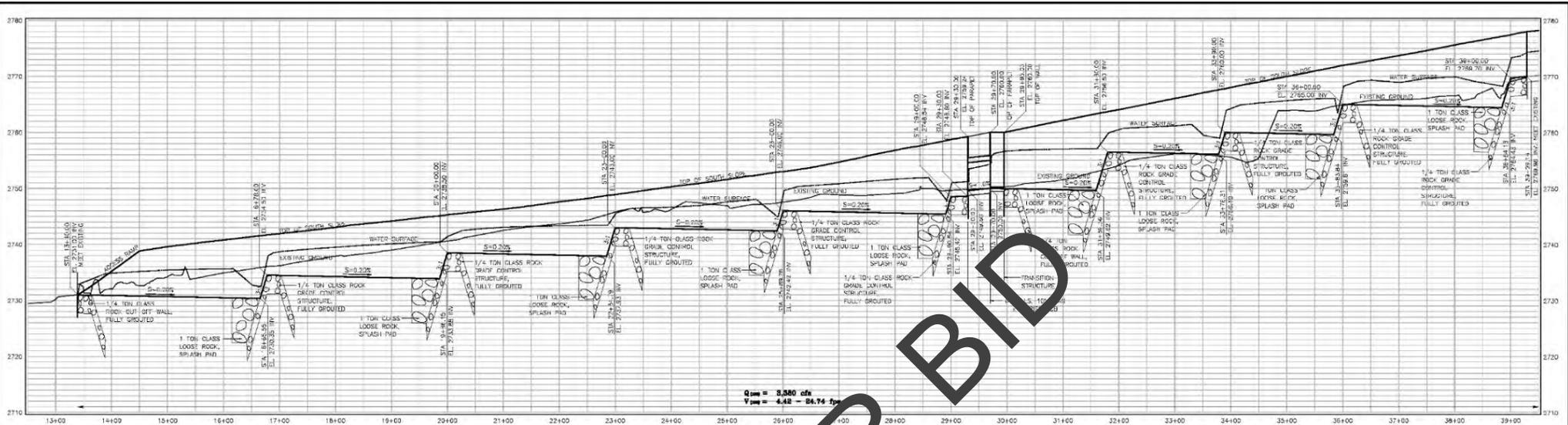
Date:

Jan 8, 2003

ENCLOSURE 2

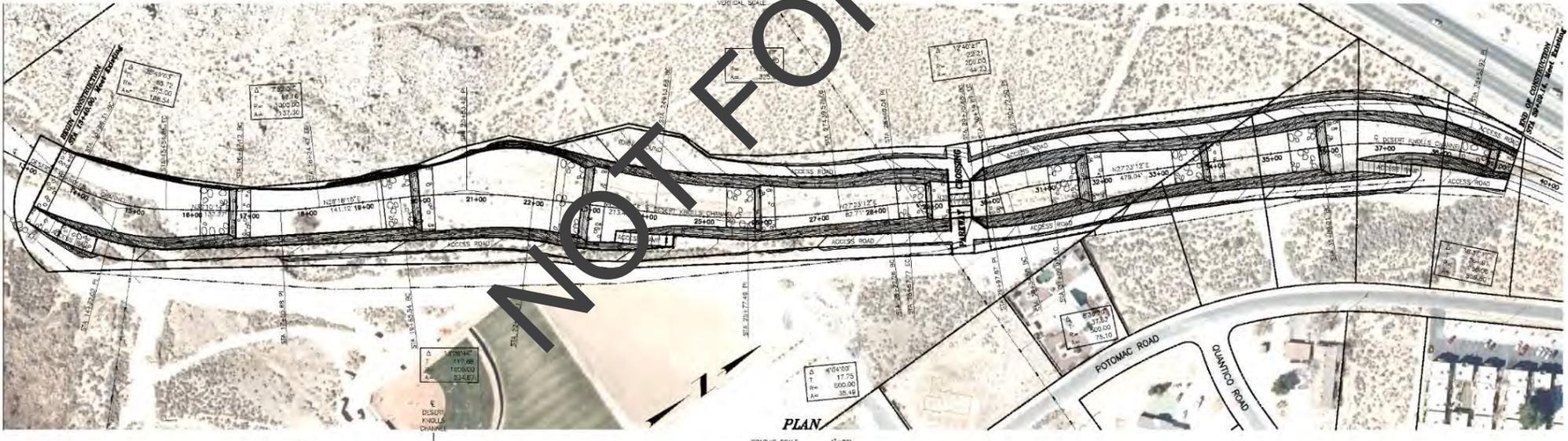
Project Plan and Profile Map

NOT FOR BID

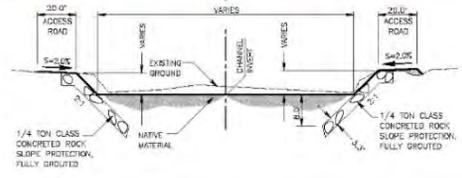


Q max = 8,380 cfs
 V max = 4.48 - 24.74 ft/s

PROFILE
 HORIZONTAL SCALE 1"=80'
 VERTICAL SCALE 1"=8'



PLAN
 GRAPHIC SCALE 1"=80'



**TYPICAL CHANNEL SECTION
 CONCRETE ROCK SLOPE
 PROTECTION SIDE SLOPES**
 NOT TO SCALE



REVISIONS			
MARK	DATE	DESCRIPTION	BY:

DESIGNED BY:	DAVID DRAKE, P.E.	DATE:	
RECOMMENDED BY:		DATE:	
APPROVED BY:		DATE:	
PROJECT NO.:	GRANT C. MAJOR, P.E.	DATE:	
DESIGNED BY:	DAVID DRAKE, P.E.	DATE:	
RECOMMENDED BY:		DATE:	
APPROVED BY:		DATE:	

**SAN BERNARDINO COUNTY
 FLOOD CONTROL DISTRICT**
APPLE VALLEY DRAINAGE SYSTEM
DESERT KNOLLS WASH
**GENERAL GRADING
 PLAN & PROFILE**

DATE: Aug 2021
 SCALE: AS SHOWN
 DRAWING NO.: 4-201-
 SHEET NO.: 3 of 14



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Victorville	SERVICE ORDER TD2012519	SERIAL NO.	MAP SIZE
SCE Company		FIM 376-2217-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 0473-183-21	VEGETATION & LAND MANAGEMENT	SLS/BT	11/18/2022

17500 MANA ROAD LLC, a California limited liability company, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires and other appurtenant fixtures and/or equipment necessary or useful, for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

EXECUTED this 28th day of November, 2022

GRANTOR

1750 MANA ROAD LLC, a California limited liability company

Lisa Lamb
Signature

Lisa Lamb
Print Name

President/CEO
Title

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 11-28-2022 before me, Cindy A. Toms, a Notary Public, personally appeared Lisa Lamb

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature *Cindy A. Toms* (Seal)

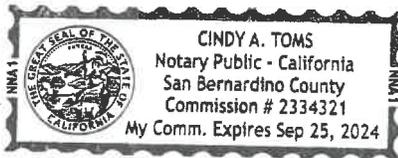


EXHIBIT "A"

POWER DISTRIBUTION EASEMENT (10-FEET-WIDE)

IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A PORTION OF THE SOUTH EAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, OF THE OFFICIAL GOVERNMENT PLAT OF THEREOF;

10- FEET- WIDE STRIPS OF LAND, THE CENTERLINES OF WHICH ARE DESCRIBED MORE PARTICULARLY AS FOLLOWS:

Strip 1 (10 Feet Wide)

COMMENCING at the northerly corner of Lot 63 and the northwest corner of Tract Map No. 4994, recorded in Map Book 61, Pages 28-30, records of said county, said corner also lying on the east line of said Section 10;

thence along said east line and the west boundary of said Tract No. 4994

South $00^{\circ} 25' 45''$ West, a distance of 769.80 feet, to the southwest corner of said tract.

thence South $33^{\circ} 41' 52''$ West, a distance of 1,519.89 feet to the TRUE POINT OF BEGINNING;

thence North $73^{\circ} 32' 58''$ West, a distance of 47.34 feet;

thence North $87^{\circ} 11' 06''$ West, a distance of 339.75 feet, to a point hereon established and labeled as POINT "A";

thence North $87^{\circ} 11' 06''$ West, a distance of 25.00 feet, to the POINT OF TERMINUS of Strip 1.

The sidelines of said strip to be extended or shortened to terminate perpendicularly and at right-angles to the above described centerline of Strip 1.

SEC. 10, T5N, R4W, S.B.M.
Desert Knowl's Wash
Power Distribution Easement
APN 0473-183-21

Strip 2 (10 Feet Wide)

BEGINNING at POINT "A" as described hereon above;

Thence North 02°48'54" East, a distance of 25.00 feet to the POINT OF TERMINUS of Strip 2.

The sidelines of said strip to be extended or shortened to terminate perpendicularly and at right-angles to the above described centerline of Strip 2.

EXCEPTING therefrom, those portions of Strip 1 as described hereon above.

The described strips of land contain 4,286 square feet more or less

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.



This legal description was prepared by me or under my direction.

By: Samuel G. Ochoa, PLS 9505 11/16/2022
Deputy County Surveyor Dated

Job No. F01854
Prepared by: SGO

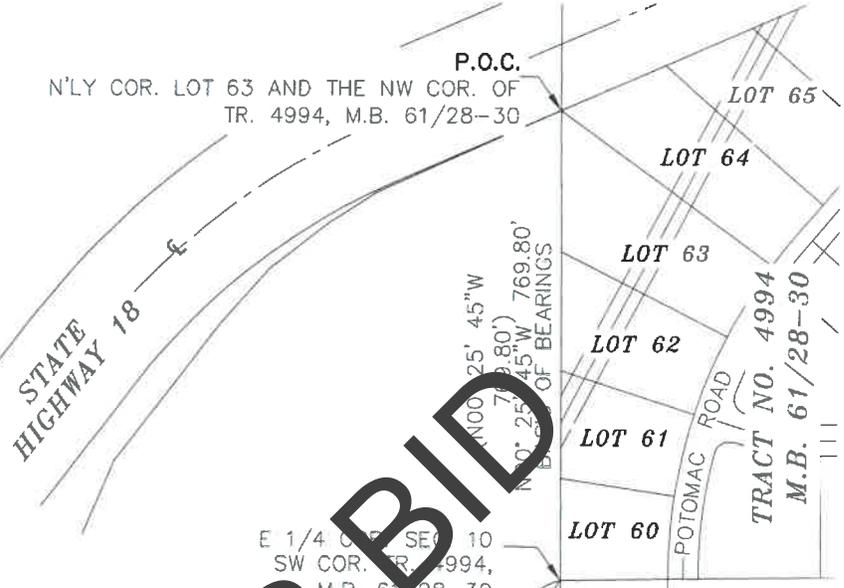
NOT FOR BID

EXHIBIT "B"

A PORTION OF SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, S.B.M.



VICINITY MAP
NOT-TO-SCALE



BASIS OF BEARINGS

BASIS OF BEARINGS HEREON IS THE THE WEST BOUNDARY LINE OF TRACT NO. 4994, M.B. 61, PAGES 28-30, ALSO BEING THE EAST LINE OF SEC. 10, SHOWN AS "N00°25'45"W" ON SAID TRACT MAP.

SURVEYOR'S STATEMENT

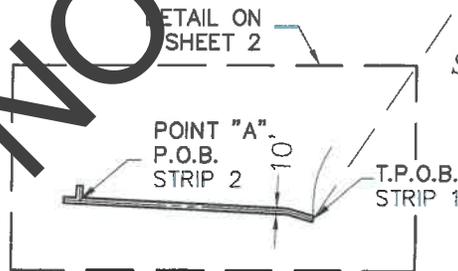
THIS LEGAL DESCRIPTION AND PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.

BY: 
SAMUEL G. ROCHA, PLS 9505
DEPUTY COUNTY SURVEYOR

DATE: 11/16/22

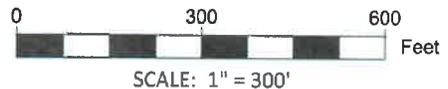


NOT FOR BID



PARCEL MAP
NO. 6367
P.M.B.
63/13-14

SE 1/4, SEC. 10, T. 5N., R. 4W., S.B.M.



NOTES

THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

- AREA OF GRANT OF EASEMENT FOR POWER DISTRIBUTION PURPOSES
4,286 SQ. FT.
- () INDICATES RECORD DATA PER TRACT NO. 4994, M.B. 61, PAGES 28-30.

W.O. No.	Parcel No.	Owner
F01854	0473-183-21	17500 MANA ROAD LLC

San Bernardino County
Department of Public Works - Flood Control District

Easement
Desert Knolls Wash-Phase III
Town of Apple Valley
San Bernardino County, CA

EXHIBIT "B"

A PORTION OF SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, S.B.M.

SEE SHEET 1

LOT 60

(N00° 25' 45" W 769.80'
N00° 25' 45" W 769.80'
BASIS OF BEARINGS

E 1/4 COR. SEC. 10
SW COR. TR. 4994,
M.B. 61/28-30

NOT FOR BID

SE 1/4, SEC. 10,
T. 5N., R. 4W.,
S.B.M.

P.O.T.
STRIP 2

N02° 48' 54"E
25.00'

P.O.T.
STRIP 1

N87° 11' 06"W
364.75'

POINT "A"
P.O.B.
STRIP 2

N73° 32' 58"W
44.34'

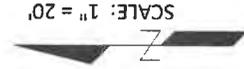
T.P.O.B.
STRIP 1

NOTES

THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.

- P.O.B. INDICATES POINT OF BEGINNING
- P.O.T. INDICATES POINT OF TERMINUS
- T.P.O.B. INDICATES TRUE POINT OF BEGINNING

AREA OF GRANT OF EASEMENT FOR POWER DISTRIBUTION PURPOSES
4,286 SQ. FT.



San Bernardino County
Department of Public Works - Flood Control District

Easement

Desert Knolls Wash-Phase III
Town of Apple Valley
San Bernardino County, CA

W.O. No.	Parcel No.	Owner
F01854	0473-183-21	17500 MANA ROAD LLC

GEOTECHNICAL EXPLORATION
SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS
DESERT KNOLLS WASH CHANNEL, PHASE III
FROM SR-18 SOUTH TO MOJAVE RIVER WASH
APPLE VALLEY, SAN BERNARDINO COUNTY, CALIFORNIA
COUNTY WORK ORDER NO. F01854

Prepared For:

San Bernardino County Department of Public Works
Flood Control Engineering Division
825 East Third Street, Room 140
San Bernardino, California 92415-0845

May 26, 2021

Project No. 12340.008

Wednesday, May 26, 2021

Project No. 12340.008

San Bernardino County Department of Public Works
Flood Control Engineering Division
825 East Third Street, Room 140
San Bernardino, CA 92415-0845

Attention: Mr. David L Drake, PE
Engineering Manager/Division Chief

Subject: Geotechnical Exploration
San Bernardino County Department of Public Works
Desert Knolls Wash Channel, Phase III
From SR-18 (Happy Trails Highway) South To Mojave River Wash
Apple Valley, San Bernardino County, California
County Work Order No. F01854

In accordance with our February 2, 2021 proposal, authorized on February 9, 2021 (Purchase Order No. 4100183320), Leighton Consulting, Inc. is pleased to present results of our geotechnical exploration to support design of the proposed Desert Knolls Wash Channel, Phase III alignment, located in western Apple Valley, within the High-Desert (Victor Valley) of San Bernardino County, California.

Encountered alignment soils generally consisted of sands and some silty sands, with variable amounts of gravel and cobbles predominantly as embankment channel fill. Hard quartz monzonite (qm) was encountered below fill and alluvial sands in all three of our borings drilled along the north bank of this channel (out of seven borings total), at depths of 14- to 17-feet below existing grade. However, this quartz monzonite outcrops as the Mojave River Upper Narrows along and to the north of the western portion of this alignment. Groundwater was encountered in our three westernmost borings along this alignment, at depths ranging from 17½ feet to 20 feet below existing grade on March 15, 2021.

This alignment is not located within a currently designated Alquist-Priolo Earthquake Fault Zone, and there is no evidence of surficial fault rupture through this alignment. However, as is the case for most of Southern California, strong ground shaking has and

will occur at this alignment, primarily due to relatively close proximity of the active San Andreas Fault. Due to the lack of shallow groundwater within embankment slopes most of the time, the probability for damaging liquefaction to occur along this alignment is very low, but cannot be completely ruled out if a large flood occurs simultaneously during a large local earthquake.

We concur with the design concept of cut and fill slopes in soils (alluvium) being graded no-steeper-than 2:1 (horizontal:vertical) with ¼-ton rock rip-rap slope protection provided to mitigate wind/water erosion and surficial sloughing. However, cuts in quartz monzonite can be much steeper approaching near vertical in areas of sound and unfractured rock. Current plans call for rock cuts to be no-steeper-than 1:1 (horizontal:vertical), which seems prudent for highly variable rock quality and weathering patterns. Steeper cuts might be possible if continuous geologic observation and documentation is provided during embankment construction.

We appreciate the opportunity to be of service to the San Bernardino County Department of Public Works once again. If you have any questions or if we can be of further service, please contact us at your convenience in our Rancho Cucamonga office at (909) 484-2205, specifically at the extensions and e-mail addresses listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

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1.0 INTRODUCTION

1.1 **Project Location**

As regionally delineated on Figure 1, *Site Location Map*, this Desert Knolls Wash alignment extends from the existing concrete trapezoidal channel end on the east (just south of SR-18 approximately 600 feet to the north of the intersection of Potomac Road and Quantico Road) to the confluence with the Mojave River to the west, within the Town of Apple Valley, San Bernardino County, California. Additional alignment detail can be seen on Plate 1, *Geotechnical Map* (in pocket).

1.2 **Project Description**

As depicted on Plate 1, *Geotechnical Map* (in pocket), total length of this proposed alignment is approximately 2,600 linear feet and this channel will be approximately 56- to 138-feet wide. Proposed channel improvement will consist of grading 2:1 (horizontal:vertical) side slopes in sand and installing side slope protection consisting of ¼-ton grouted rip-rap. Along the western portion of this overall channel segment (west of Station 22+00, west of the north bank access road turn-around area), for the north slope, existing granitic rock is proposed as a steeper slope (1:1) without rip-rap. One-ton rip-rap will be placed at downstream segments of nine weirs (cut-off walls). Other planned improvements include a six-cell (10-foot-wide by 5-feet-high cells) reinforced-concrete box culvert crossing ("Parkway Crossing"), three concrete-rock channel access ramps, and a debris/ barrier rack located at the channel outlet. A 66-inch-diameter reinforced concrete pipe storm drain lateral (56-feet long) and a bulkhead are to be constructed into the south slope.

1.3 **Purpose and Scope of Exploration**

This report was prepared in accordance with our February 2, 2021 proposal, authorized on February 9, 2021 (Purchase Order No. 4100183320). Purposes of this geotechnical exploration have been to: 1) explore and characterize subsurface conditions along the channel alignment as described in the previous section, including evaluation of relevant geotechnical engineering properties; 2) provide geotechnical recommendations for proposed channelization earthwork and temporary excavations. This study has included the following tasks:

- **Background Review:** We reviewed readily available, relevant, aerial photos, geologic and seismic hazards maps and latest topographic surveys for this alignment. We understand that there is no existing geotechnical information for this portion of the proposed channel alignment available at the San Bernardino County Department of Public Works for review. Pertinent documents reviewed are referenced at the end of this report.
- **Subsurface Exploration:** Prior to our subsurface exploration, we marked proposed boring locations for use by Underground Service Alert (USA) to identify buried utilities at these locations. Our subsurface exploration consisted of drilling, sampling and logging seven hollow-stem-auger (HSA) borings to a maximum depth of 21½ feet. These subsurface exploration locations are depicted on Plate 1 (in pocket). A more detailed description of our subsurface exploration program is presented in Appendix A, *Subsurface Exploration*, along with our boring logs and photos of the ground surface.
- **Geotechnical Laboratory Testing:** Geotechnical laboratory tests were performed at our in-house geotechnical laboratory, on selected recovered soil samples obtained during our subsurface exploration. This laboratory testing program was designed to evaluate physical and engineering characteristics of sampled soil along this alignment. Test procedures and results are presented in Appendix B, *Geotechnical Laboratory Testing*.
- **Geotechnical Engineering Analysis:** Data from our background review, subsurface exploration and geotechnical laboratory testing program were evaluated and analyzed to develop geotechnical conclusions and recommendations for this storm channel project.
- **Report Preparation:** Results of this exploration have been summarized in this report, presenting our findings, conclusions and recommendations for construction of the proposed storm channel. Presented in Appendix C are *Earthwork and Grading Guide Specifications*.

This report does **not** address the potential for encountering hazardous materials in soil and/or groundwater. This report is intended solely for use by the San Bernardino County Department of Public Works, solely for design of the proposed Desert Knolls Wash channel.

2.0 FINDINGS

2.1 Regional Geologic Setting

As can be seen on Figure 1, *Site Location Map*, this channel is located in the western Mojave Desert, within San Bernardino County California, and is part of the Mojave Desert geomorphic province, a broad interior region of isolated mountain ranges separated by broad desert plains and deep alluvial valleys. The Mojave Desert geomorphic province is wedged in a sharp angle between the Garlock Fault to the northwest (southern boundary of the Sierra Nevada) and the San Andreas Fault to the southwest, where it bends east from its northwest trend. The northern boundary of the Mojave Desert geomorphic province is separated from the prominent Basin and Range by the eastern extension of the Garlock Fault. The San Andreas Fault, at its nearest point, is approximately 13.9 miles (22.3 km) south of this channel alignment.

Figure 2, *Regional Geology Map* (Dibblee, 2008) shows regional geology in and around this alignment. As can be seen, this existing channel is predominantly within younger alluvium (Qa) as the Desert Knolls Wash drains west-southwestward into the “Lower Slough” of the Mojave River. Northwest of this alignment is a large outcrop of quartz monzonite (qm) known as the “Upper Narrows” geomorphic feature constraining northwesterly flow of the Mojave River, just east of downtown Victorville. Older alluvium (Qoa) is terraced above this channel to the southeast. These are the three main geologic units although past channel embankment fills can be seen along this channel (not mapped).

2.2 Surface Conditions

Existing alignment conditions can be seen on Plate 1 (in pocket). In summary clockwise around this alignment, to the northwest is the Upper Narrows quartz-monzonite outcrop as steep, craggy undeveloped land; to the east is the existing concrete-lined Desert Knolls Channel with Happy Trails Highway (SR-18) to the northeast; to the south is developed residential and commercial land, including the Academy for Academic Excellence campus; and to the southwest is the Mojave River Lower Slough riparian area. There were a series of existing sewer manholes and lift station adjacent to the southwestern corner of this project between Stations 13+00 and 14+00, located south of the proposed southern embankment access ramp. A residence at 15708 Potomac Road and a baseball field for the Academy are nearly tangent to the proposed south embankment channel improvement area.

Surficial soils within the wash consisted primarily of fine sands, and fine to coarse silty sands. Rip-rap has been placed along segment of the southern embankment slope, and the southern embankment appears to be a fill levee particularly for the eastern portion of the channel adjacent to Potomac Road (see Figure A-7 in Appendix A). The Upper Narrows quartz-monzonite outcrop is extensively foliated and fractured, but where intact, is hard and sound with near-vertical faces.

At the time of our subsurface exploration on March 15, 2021, only very small amounts of water was visible flowing within a small segment of the eastern portion of this channel (see Figure A-7 in Appendix A).

2.3 Subsurface Soil Conditions

Seven borings were drilled along the proposed Desert Knolls Wash Channel, labeled LB-1 through LB-7 from west to east (upstream), as plotted on Plate 1 (in pocket) and documented in Appendix A. Boring findings are summarized below:

Table 1. Geotechnical Exploration Summary

Boring	Depth (feet)	Fines (percent)	Gravel (percent)	Groundwater (feet)*		Bedrock, qm (feet)	
				Depth	Elevation	Depth	Elevation
LB-1	21½	22	3	18	2,724	-N/E-	
LB-2	21½	13	7	17½	2,727½		
LB-3	21½	-N/A-	5	20	2,726		
LB-4	16	10	5	-N/E-		14	2,739
LB-5	20½	-N/A-	5			17	4,747
LB-6	21½	14	9			-N/E-	
LB-7	21¼	13	3			15	2,763

-N/E- = not encountered **within depth explored.**

*Groundwater level recorded immediately after drilling on March 15, 2021

Fill soils were not identifiable in our seven borings; but, based on surface observations, fill soils appear to exist along at least portions of the southern channel embankment slopes as rip rap and displaced sands for channelization. We are unaware of any fill placement documentation for this alignment.

Based on our review of pertinent geotechnical literature and our subsurface exploration, the site is underlain by Quaternary alluvium (Qa) consisting of silt, sand and gravel. The southwestern 1,000 linear feet (approximately) of Desert Knolls Wash cuts along an exposure of quartz monzonite (qm) to the north, known

as the Upper Narrows of the Mojave River (roughly delineated in **black** on Plate 1, in pocket). This quartz monzonite of the Upper Narrows was encountered in our all our borings on the north embankment (LB-4, LB-5 and LB-7), beneath the alluvial soils at depths ranging from 14 feet to 17 feet along the north bank of this channel.

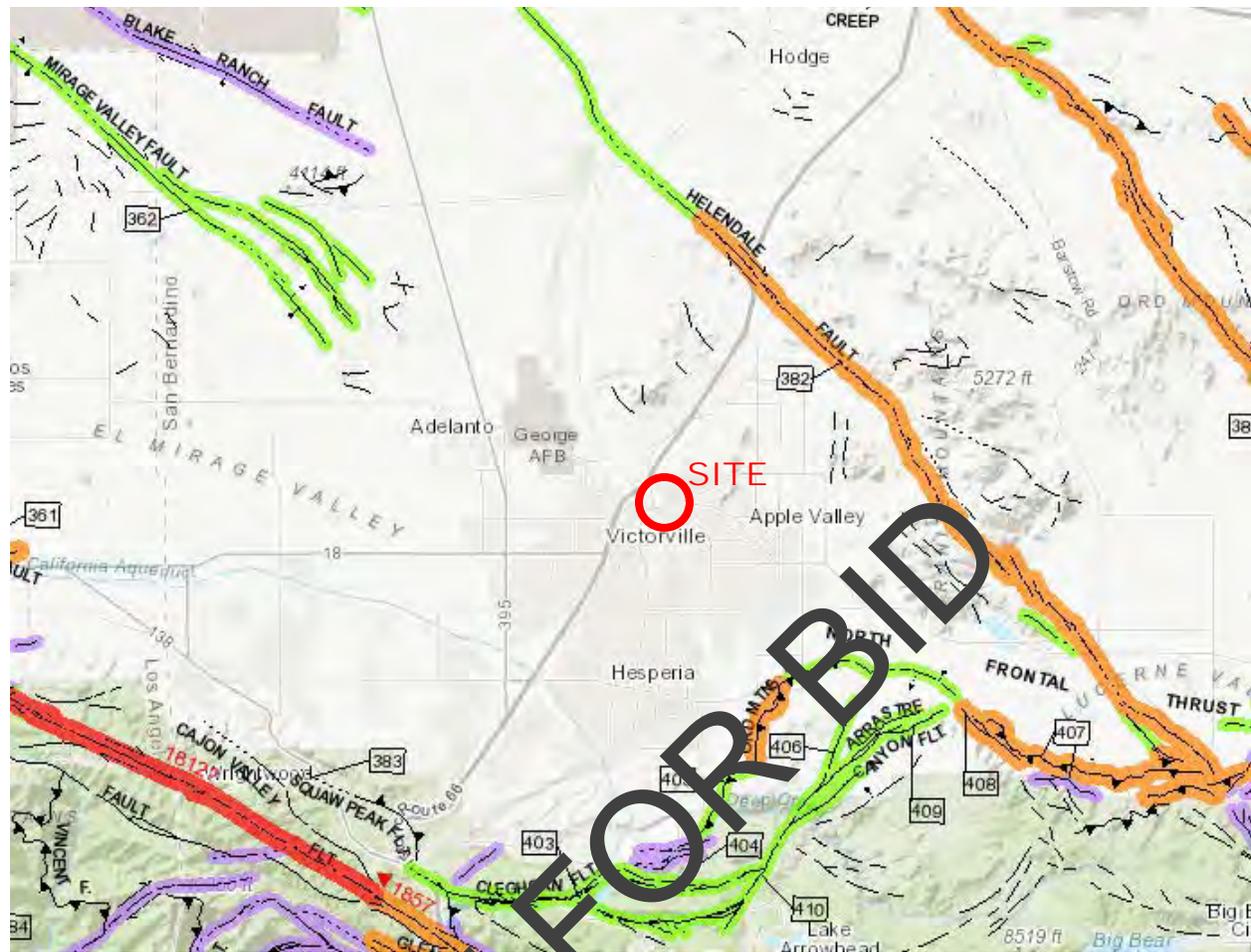
Encountered alignment soils consisted of slightly moist to dry sands and some silty sands, with gravel and some sub-rounded cobbles and boulders to the depths explored. On average, 13-percent, but up to 22-percent, fines (silts) were measured in shallow sampled soils along the alignment. Also, on average, 5-percent, but up to 9-percent gravel was measured in sampled soils along the alignment in shallow bulk soil samples. Conventional sieve analyses do not include cobbles and boulders. Therefore, although the sand and gravel portion of these alluvial soils might be classified as poorly graded, when including the cobble and boulder portions of these alluvial soils they are well graded.

2.4 Groundwater

As listed above in Table 1, groundwater was encountered in our three western borings (LB-1, LB-2 and LB-3) on March 15, 2021 at depths ranging from 17½- to 20-feet. These borings were located closest to the Mojave River at the southern embankment. At the time of our subsurface exploration on March 15, 2021, only very small amounts of water was visible flowing at the surface within a small segment of the eastern portion of this channel (see Figure A-7 in Appendix A). Significant seasonal fluctuations in groundwater levels should be expected. Localized groundwater may be encountered during construction due to infiltration of surface water. Wet soils are expected to be encountered during construction within the bottom of the channel.

2.5 Faulting and Seismicity

The site is not located within a currently designated Alquist-Priolo Earthquake Fault Zone (CGS, 2007). Although fault rupture through this alignment is unlikely, strong ground shaking has and is expected to occur at this alignment resulting from earthquakes occurring along several major active or potentially active faults in southern California; predominantly from the nearby San Andreas Fault. Other noteworthy faults include the Helendale Fault to the northeast and numerous thrust faults to the south. Regional faults are depicted below (the **Mirage Valley Fault** is a “late Quaternary” fault not considered active):



Seismic parameters presented in this report can be considered during design. To reduce effects of ground shaking produced by regional seismic events, seismic design can be performed in accordance with the 2019 Edition of the California Building Code (CBC). The 2019 CBC makes use of United States Geological Survey (USGS) mapped spectra accelerations in combination with procedures presented in the American Society of Civil Engineer’s (ASCE’s) ASCE 7-16 (“*Minimum Design Loads and Associated Criteria for Buildings and Other Structures*”) and the 2019 CBC Chapter 16, resulting in the following mapped seismic response spectra coefficients:

Table 2. 2019 CBC Seismic Design Parameters

2019 California Building Code (CBC) Categorization/Coefficient	Design Value
Site Longitude (decimal degrees)	-117.279
Site Latitude (decimal degrees)	34.535
Site Class Definition (ASCE 7 Table 20.3-1)	D**
Mapped Spectral Response Acceleration at 0.2s Period, S_s (Figure 1613.3.1 (1))	1.1g
Mapped Spectral Response Acceleration at 1s Period, S_1 (Figure 1613.3.1 (2))	0.4g
Short Period Site Coefficient at 0.2s Period, F_a (Table 1613.3.3 (1))	1.06
Long Period Site Coefficient at 1s Period, F_v (Table 1613.3.3 (2))	1.86*
Adjusted Spectral Response Acceleration at 0.2s Period, S_{MS} (Eq. 16-37)	1.17g
Adjusted Spectral Response Acceleration at 1s Period, S_{M1} (Eq. 16-38)	0.79g*
Design Spectral Response Acceleration at 0.2s Period, S_{DS} (Eq. 16-39)	0.78g
Design Spectral Response Acceleration at 1s Period, S_{D1} (Eq. 16-40)	0.53g
Site modified peak ground acceleration PGA_M , (g)	0.53
Long period transition period (seconds)	12

* Per Table 11.4-2 of Supplement 1 of ASCE 7-16, this value of F_v may only be used to calculate T_s - that note is not included in Table 1613A.2.3(2). Note that S_{M1} and S_{M5} are functions of F_v . In addition, per Exception 2 of 11.4.8 of ASCE 7-16, special equations for C_s are required. This is in lieu of a site-specific ground motion hazard analysis in accordance with ASCE 7-16 Chapter 21.2.

** Site Class D, and all of the resulting parameters in this table, may only be used for structures without seismic isolation or seismic damping systems.

2.6 Secondary Seismic Hazards

2.6.1. Liquefaction Potential: Liquefaction is the loss of soil strength or stiffness due to a buildup of excess pore-water pressure during strong ground shaking. Liquefaction is associated primarily with loose (low density), granular, saturated soil. Effects of severe liquefaction can include sand boils, excessive settlement, bearing capacity failures, and lateral spreading.

Liquefaction will not occur in quartz monzonite encountered along the northern embankment for this alignment. However, liquefaction in sands below groundwater cannot be ruled out for particularly the southwestern embankment. Deep liquefaction is not expected to cause significant damage to proposed channel improvements. However, **saturated** embankments could slough and liquefy during a strong local seismic event, resulting in lateral spreading. Detailed liquefaction analyses is beyond the scope of this report. However, groundwater for most of the year is expected to be ten feet or more below the channel bottom, so that liquefaction within the embankment slope and toe area will be highly unlikely.

2.6.2. Seismically Induced Settlement: During a strong seismic event, seismically induced settlement can occur within loose to moderately dense, unsaturated granular soils, which is not liquefaction. Settlement caused by ground shaking is often non-uniformly distributed, which can result in differential settlement. The potential for seismically induced settlement of alignment soils exists and settlement of the levee embankments is probable during a local large magnitude earthquake. However, if embankments are properly compacted as recommended in this report, excessive damaging differential settlement is unlikely to occur.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 Conclusions and Recommendations Summary

Encountered alignment soils generally consisted of sands and some silty sands, with variable amounts of gravel and cobbles predominantly as embankment channel fill. Hard quartz monzonite (qm) was encountered below fill and alluvial sands in all three of our borings drilled along the north bank of this channel (LB-4, LB-5 and LB-7; see Plate 1, in pocket), at depths of 14- to 17-feet below existing grade. However, this quartz monzonite outcrops as the Mojave River Upper Narrows along and to the north of the western portion of this alignment (delineated in **black** on Plate 1, in pocket). Groundwater was encountered in our three westernmost borings (LB-1, LB-2 and LB-3) along this alignment, at depths ranging from 17½ feet to 20 feet below existing grade on March 15, 2021.

This alignment is **not** located within a currently designated Alquist-Priolo Earthquake Fault Zone, and there is no evidence of surficial fault rupture through this alignment. However, as is the case for most of Southern California, strong ground shaking **has** and will occur at this alignment, primarily due to relatively close proximity of the active San Andreas Fault. Due to the lack of shallow groundwater within embankment slopes most of the time, the probability for damaging liquefaction to occur along this alignment is very low, but cannot be completely ruled out if a large flood occurs simultaneously during a large local earthquake.

We concur with the design concept of cut and fill slopes in soils (alluvium) being graded no-steeper-than 2:1 (horizontal:vertical) with ¼-ton rock rip-rap slope protection provided to mitigate wind/water erosion and surficial sloughing. With simple calculations we can see well-graded sands with a friction angle of at least 37° will have a slope static factor-of-safety of at least 1.50 for slopes no-steeper-

than 2:1 (horizontal:vertical), even with no soil cohesion considered ($\text{TAN}(37^\circ)/\text{TAN}(26.57^\circ)=1.51$).

Cuts in quartz monzonite can be much steeper than fill/alluvium slopes, approaching near vertical in areas of sound and unfractured rock. Current plans call for rock cuts to be no-steeper-than 1:1 (horizontal:vertical), which seems prudent for highly variable rock quality and weathering patterns. Steeper cuts might be possible if continuous geologic observation and documentation is provided during embankment construction.

Specific geotechnical design recommendations and parameters are provided in the following subsections.

3.2 **Earthwork**

All earthwork should be performed in accordance with the *Earthwork and Grading Guide Specifications* presented in Appendix C, unless specifically revised or amended below or by future review of project documents.

- 3.2.1. Site Preparation:** Prior to the placement of any geocomposite and levee embankment backfill, benched surfaces should be prepared by surficial stripping of any vegetation and loose soils. Backfill soils should be very low in expansion potential ($EI \leq 20$). Soils to be placed as fill, whether onsite or import material, should be reviewed by Leighton Consulting, Inc., and tested if/as necessary. Surface of the embankment subgrade should be scarified and recompacted as necessary to develop a uniform subgrade.
- 3.2.2. Fill Placement and Compaction:** Encountered earth materials are generally suitable for use as compacted structural fill, provided that proposed fill soils are free of significant organic material, debris and oversized rock (cobbles and boulders, greater-than (>) 8 inches in greatest dimension (excluding rip-rap). Oversized durable boulders could be segregated for use as rip-rap. Fill soil should be placed in thin, loose lifts, sufficiently and uniformly moisture-conditioned within 3-percent of optimum moisture for the onsite soils, and compacted to a minimum of 90 percent relative compaction as determined by the ASTM D1557 modified Proctor standard test method. Fill placed adjacent to slopes steeper than 5:1 (horizontal:vertical) should be benched into undisturbed native alluvial materials.
- 3.2.3. Pipe Trench Backfill:** Utility trenches should be bedded and backfilled with compacted fill in accordance with Sections 306-6 and 306-12 of the *Standard Specifications for Public Works Construction*, ("Greenbook"), 2018 Edition. Otherwise, or as an option, the pipe bedding zone can be backfilled with

Controlled Low Strength Material (CLSM) consisting of at-least (\geq) one-sack of Portland cement per cubic-yard of sand, conforming to Section 201-6 of the 2018 Edition of Greenbook. Specifically, prior to backfilling trenches, pipes should be bedded in and covered with either CLSM or a uniform, granular soil that has a Sand Equivalent (SE) of 30 or greater, and a gradation meeting requirements of the pipe manufacturer. Onsite soil is predominantly unsuitable for the pipe zone. Bedding should be placed to 1-foot (0.3 m) over the top of the conduit, and densified by jetting in areas of granular soil, if allowed by the permitting agency. Jetting of the bedding around the conduits should be observed by Leighton Consulting, Inc. CLSM should not be jetted.

Above the pipe zone, trenches can be backfilled with excavated onsite soil free of debris, organic and oversized rock greater-than 3-inches in largest dimension. As an option, the whole trench can be backfilled with one-sack CLSM same as presented above as an option for the pipe bedding zone. Oversized rock (cobbles and/or boulders) should either be removed or pulverized for use in backfill above the pipe zone. Gravel larger than ¾-inch in diameter should be mixed with at least 80-percent soil (by weight) passing the No. 4 sieve. Native soil backfill over the pipe bedding zone should be placed in thin lifts, moisture conditioned, as necessary, and mechanically compacted using a minimum standard of 90 percent relative compaction, relative to the ASTM D1557 laboratory maximum dry density. Backfill above the pipe zone should not be jetted. Backfill above the pipe zone (bedding) should be observed and tested by Leighton Consulting, Inc.

- 3.2.4. Permanent Slopes:** It is anticipated that embankment slopes will be constructed no-steeper-than 2:1 (horizontal:vertical), with ¼-ton rip-rap lining the channel. This alignment will be subjected to strong winds and occasional flood events throughout the lifetime of the levees. As such, erosion control measures such as rip-rap, geotextiles and/or drought resistant, deep-rooted vegetation should be implemented. Exposed slopes will require periodic maintenance due to minor sloughing and erosion.

3.3 Box Culvert Mat Foundations

- 3.3.1. Allowable Bearing Pressure:** Only structure we are aware of for this project will be the six-cell cast-in-place reinforced-concrete box culvert, with a height of 5-feet and each cell spanning 10-feet. There will be 5-foot-deep cut off walls upstream and downstream with concrete wing walls. This will be a monolithic cast-in-place reinforced-concrete structure supported on a mat foundation 60-feet wide by 40-feet long (along the channel alignment), supporting 5-feet of overburden.

When bearing on undisturbed sand alluvium or properly compacted fill over alluvium, this mat foundation would be capable of supporting maximum

allowable net bearing pressures of 3,000 pounds-per-square-foot (psf) for dead loads. This allowable bearing pressure can be increased by 500 psf for each additional foot of embedment, not to exceed 6,000 psf without further specific evaluation of the intended loading condition.

These allowable bearing pressures can also be increased by one-third, for evaluation of short duration seismic loads. A factor-of-safety of 3.0 has been applied to these bearing pressures. Our recommended maximum allowable bearing pressures are net values; so the weight of the footing may be neglected for design purposes. Mat foundations should be reinforced with top and bottom steel to provide structural continuity and to permit spanning of local irregularities. It is essential that we observe foundation excavations before reinforcing steel is placed, to check that bearing surfaces are within suitable soils.

3.3.2. Lateral Load Resistance: Lateral (horizontal) loads on foundations may be resisted by both frictional resistance along the base of the mat and passive resistance in compacted fill adjacent to sides of the mat. Frictional resistance between base-of-mat poured (cast) directly on compacted fill may be computed using a coefficient of friction of 0.50, or 50-percent of sustained dead loads. Passive resistance may be computed using an equivalent fluid pressure of 300 pounds-per-square-foot per foot of depth (pcf) against properly compacted fill, assuming there is constant contact between the mat and properly compacted fill. Passive pressure should not exceed 3,000 psf for fill. This value may be increased by one-third when considering wind and seismic forces. Both friction and passive values have already been reduced by a factor-of-safety of 1.5; and can be used in combination. Greater passive resistance will be available in grouted rip rap and/or quartz monzonite.

3.4 Retaining Wall Design

Retaining walls are a component of the rigid box culvert structure and should be designed using at-rest earth pressures as recommended in the following subsections. Specific preliminary design recommendations for earth retaining structures are presented in the following subsections.

3.4.1. Lateral Earth Pressures: We recommend that retaining walls be backfilled with non-expansive ($EI \leq 30$) soil and constructed with a backdrain as described in Section 3.4.5, below. Based on these recommendations, the following parameters may be used for retaining wall design:

Table 3. Retaining Wall Design Earth Pressures

Retaining Wall Condition	Equivalent Fluid Pressure (pounds-per-cubic-foot)	
	Level Backfill	2:1 Backfill
Active (cantilever)*	30	43
At-Rest (braced)*	45	65
Passive (resistance)	300**	

*Only in properly compacted non-expansive (E_i≤30) backfill.

**For level toe grades only in fill, not to exceed 3,000 psf

Cantilever walls that are designed to yield at least 0.001H, where H is equal to the wall height, may be designed using active condition. Rigid walls and walls braced at the top (e.g. box culvert) should be designed using at-rest condition. Passive pressure is used to compute soil resistance to lateral structural movement.

3.4.2. Retaining Wall Surcharges: In addition to the above lateral forces due to retained earth, surcharge due to above grade loads on the wall backfill, such as an adjacent structure or traffic, should be considered in design of the retaining wall. Vertical surcharge loads behind the retaining wall on or in the backfill within a 1:1 plane projection up and out from the retaining wall toe, should be considered as lateral and vertical surcharge. Unrestrained (cantilever) retaining walls should be designed to resist one-third of these surcharge loads applied as a uniform horizontal pressure on the wall. Braced walls should also be designed to resist an additional uniform horizontal-pressure equivalent to one-half of uniform vertical surcharge-loads.

3.4.3. Incremental Seismic Loads on Retaining Walls: For retaining walls less-than (<) 6 feet in height, incremental seismic loads need not be considered. However, for free-field cantilever retaining walls more than 6-feet in height, an incremental seismic load applied as a uniform pressure of 20 psf can be used. This pressure is in addition to the static earth pressures presented in Section 3.4.1, above. At the discretion of the project Structural Engineer (SE) for small-diameter vaults and pump-cans as a buried vessel in flat ground (not free-field), an incremental seismic lateral earth load need not be applied.

3.4.4. Sliding and Overturning: Total depth of retained earth for design of walls should be measured as the vertical height of the stem below the ground surface at the wall face for stem design or measured at the heel of the footing for overturning and sliding. A soil unit weight of 120 pcf may be assumed for calculating the actual weight of the soil over the wall footing, assuming drained conditions, for properly compacted backfill.

3.4.5. Retaining Wall Drainage: Unless designed to resist hydrostatic pressures, retaining walls should be properly drained. Adequate drainage may be provided by a subdrain system positioned behind the walls. This system should consist of a 4-inch minimum diameter perforated pipe placed near the base of the wall (perforations placed downward). The pipe should be bedded and backfilled with pervious backfill material described in Section 300-3.5.2 of the *Standard Specifications for Public Works Construction* (Greenbook), 2018 Edition. This pervious backfill should extend at least 2 feet out from the wall and to within 2 feet of the outside finished grade. This pervious backfill and pipe should be wrapped in filter fabric, such as Mirafi 140N or equivalent, placed as described in Section 300-8 of the *Standard Specifications for Public Works Construction* (Greenbook), 2018 Edition. The subdrain outlet should be connected to a free-draining outlet or sump.

3.5 Sulfate Attack and Ferrous Corrosion Protection

3.5.1. Sulfate Exposure: Sulfate ions in the soil can lower the soil resistivity and can be highly aggressive to Portland cement concrete by combining chemically with certain constituents of the concrete, principally tricalcium aluminate. This reaction is accompanied by expansion and eventual disruption of the concrete matrix. A potentially high sulfate content could also cause corrosion of reinforcing steel in concrete. Section 1904 of the 2016 California Building Code (CBC) defers to the American Concrete Institute’s (ACI’s) ACI 318-14 for concrete durability requirements. Table 19.3.1.1 of ACI 318-14 lists “*Exposure categories and classes,*” including sulfate exposure as follows:

Table 4. Sulfate Concentration and Exposure

Soluble Sulfate in Water (parts-per-million)	Water-Soluble Sulfate (SO ₄) in soil (percentage by weight)	ACI 318-14 Sulfate Class
0-150	0.00 - 0.10	S0 (negligible)
150-1,500	0.10 - 0.20	S1 (moderate*)
1,500-10,000	0.20 - 2.00	S2 (severe)
>10,000	>2.00	S3 (very severe)

*or seawater

3.5.2. Ferrous Corrosivity: Many factors can modify corrosion potential of soil including soil moisture content, resistivity, permeability and pH, as well as chloride and sulfate concentration. In general, soil resistivity, which is a measure of how easily electrical current flows through soils, is the most influential factor. Based on the findings of studies presented in ASTM STP 1013 titled “*Effects of Soil Characteristics on Corrosion*” (February 1989), the approximate relationship between soil resistivity and soil corrosiveness was developed as follows:

Table 5. Soil Resistivity and Soil Corrosivity

Soil Resistivity (ohm-cm)	Classification of Soil Corrosiveness
0 to 900	Very Severely Corrosive
900 to 2,300	Severely Corrosive
2,300 to 5,000	Moderately Corrosive
5,000 to 10,000	Mildly Corrosive
10,000 to >100,000	Very Mildly Corrosive

Acidity is an important factor of soil corrosivity. The lower the pH (the more acidic the environment), the higher the soil corrosivity will be with respect to buried metallic structures and utilities. As soil pH increases above 7 (the neutral value), the soil is increasingly more alkaline and less corrosive to buried steel structures, due to protective surface films, which form on steel in high pH environments. A pH between 5 and 8.5 is generally considered relatively passive from a corrosion standpoint. Chloride and sulfate ion concentrations, and pH appear to play secondary roles in modifying corrosion potential. High chloride levels tend to reduce soil resistivity and break down otherwise protective surface deposits, which can result in corrosion of buried steel or reinforced concrete structures.

3.5.3. Corrosivity Test Results: To evaluate corrosion potential of soils sampled from this site, we tested a bulk soil sample for soluble sulfate content, soluble chloride content, pH and resistivity. Results of these tests are summarized below:

Table 6. Results of Corrosivity Testing

Boring Number	Soil Type	Sample Depth (feet)	Sulfate (mg/kg)	Chloride (mg/kg)	pH	Minimum Resistivity (ohm-cm)
LB-6	SM	5	71	112	7.4	3,630

Note: mg/kg = milligrams per kilogram, or parts-per-million (ppm)

These results are discussed as follows:

- Sulfate Exposure:** Based on Table 19.3.1.1 of ACI 318-14, sulfate exposure should be considered Exposure **Class S0** for near-surface soils (upper 5 feet below existing grade) sampled at this site. Based on Table 19.3.2.1 of ACI 318-14, for this Exposure **Category S0**, there are no mix-design restrictions.
- Ferrous Corrosivity:** As shown above, minimum soil resistivity as low as 3,630 ohm-centimeters was measured in our laboratory test. In our opinion, based on resistivity correlation presented in Table 5, it appears for site fill

soils that corrosion potential to buried steel may be characterized as “moderately corrosive” at the site. This is not unusual for the high-desert environment, but apparently not due to chloride content. Ferrous pipe buried in moist to wet site earth materials should be avoided by using high-density polyethylene (HDPE) or other non-ferrous pipe when possible. Or ferrous pipe can be protected by polyethylene bags, tap or coatings, dielectric fittings or other means to separate ferrous pipe from on-site earth materials. Cathodic protection can also be considered; but must be designed by a California-licensed Corrosion Engineer.

3.6 Pavements

New pavements (if any) should be supported on a zone of newly placed compacted fill extending at least 1½-feet (18-inches) below existing or finish grade, whichever is lower. A zone of properly compacted fill should then be backfilled in lifts. Pavement subgrades and base should be compacted to 95 percent of the ASTM D1557 (modified Proctor) laboratory maximum density for these materials.

3.6.1. Hot-Mixed Asphalt (HMA) Concrete: Considering the effects of mixing of onsite soils, a representative R-value of 4 and Traffic Indexes (TI) of 5 through 8 were used to calculate pavement sections as listed below:

Table 7. Asphalt Pavement Section Thickness

General Traffic Condition	Design Traffic Index (TI)	Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)	Total Thickness (inches)
Automobile Parking	5.0	3.0	6.0	9
Parking Area	5½	3.0	7.0	10
Truck Access & Parking Area	6.0	3½	7.0	10½
	6½	4.0	7.0	11
Public Roadway	7.0	4.0	8.0	12
	7½	4½	8.0	12½
	8.0	5.0	8.0	13

Final pavement thickness should be based on subgrade R-value test results performed on representative finished sub-grade soils. Appropriate Traffic Index (TI) data should be selected by the project Civil Engineer or traffic engineering consultant for final design of pavement sections. These Caltrans pavement-section design calculations were based on a pavement life of approximately 20 years with a normal amount of flexible pavement maintenance. In point and impact load areas such as trash truck bin loading areas, Portland cement concrete should be used, rather than asphalt.

- 3.6.2. Asphalt Concrete and Aggregate Base Materials:** Asphalt concrete and aggregate base should conform to *Caltrans Standard Specifications* (2018 Edition) Sections 39 and 26-1.02A, respectively; see:

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

Aggregate base should have an R-value of at least (\geq) 78. Minimum relative-compaction requirements for aggregate base should be 95 percent of the modified Proctor laboratory maximum density as determined by ASTM D1557.

As an alternative, asphalt concrete can conform to Section 203-6 of the *Standard Specifications for Public Works Construction* (Green Book), 2018 Edition. Crushed aggregate base or crushed miscellaneous base can conform to Sections 200-2.2 and 200-2.4 of the *Standard Specifications for Public Works Construction* (Green Book), 2018 Edition, respectively.

4.0 CONSTRUCTION CONSIDERATIONS

4.1 Temporary Excavations

As part of the means-and-methods of construction, the contractor is responsible for all temporary excavations and trenches excavated along this alignment and is responsible for design of temporary shoring. Shoring, bracing and benching should be performed by the contractor in accordance with the current edition of the California Construction Safety Orders (see: <http://www.dir.ca.gov/title8/sb4a6.html>).

Existing fill and alluvium should be classified as OSHA Type C soils. Therefore, if workers are to enter unshored excavations, temporary cut slopes should be cut no steeper than 1½:1 (horizontal:vertical), for a height no-greater-than (\leq) 20 feet (California Construction Safety Orders, Appendix B to Section 1541.1, Table B-1). Surcharge loads should not be permitted within a horizontal distance equal to the height of trenches or 5 feet, whichever is greater, measured from the top of the trench, unless the excavation is shored or shielded appropriately as described in the following section.

During construction, soil conditions should be regularly evaluated to verify that conditions are as anticipated. The contractor is responsible for providing the "competent person" required by OSHA standards to evaluate soil conditions. Soil types will vary, but Type C soils can be expected (in fill and native granular soils). Close coordination between the competent person and Leighton Consulting, Inc. should be maintained to facilitate construction while providing safe excavations.

4.2 **Additional Geotechnical Services**

Geotechnical recommendations presented in this report are based on subsurface conditions, as interpreted from seven borings along a 2,600-foot-long alignment and limited laboratory testing. Leighton Consulting, Inc. should review plans and specifications, when available, to comment on geotechnical aspects. Our recommendations should be revised, as necessary, based on future plans and incorporated into final-design plans and specifications. Our conclusions and recommendations presented in this report should be reviewed and verified by Leighton Consulting, Inc. during site construction, and revised accordingly, if exposed geotechnical conditions vary from our preliminary findings and interpretations. Recommendations presented in this report are only valid if Leighton Consulting, Inc. verifies site conditions during construction.

4.3 **Earthwork Observation and Testing**

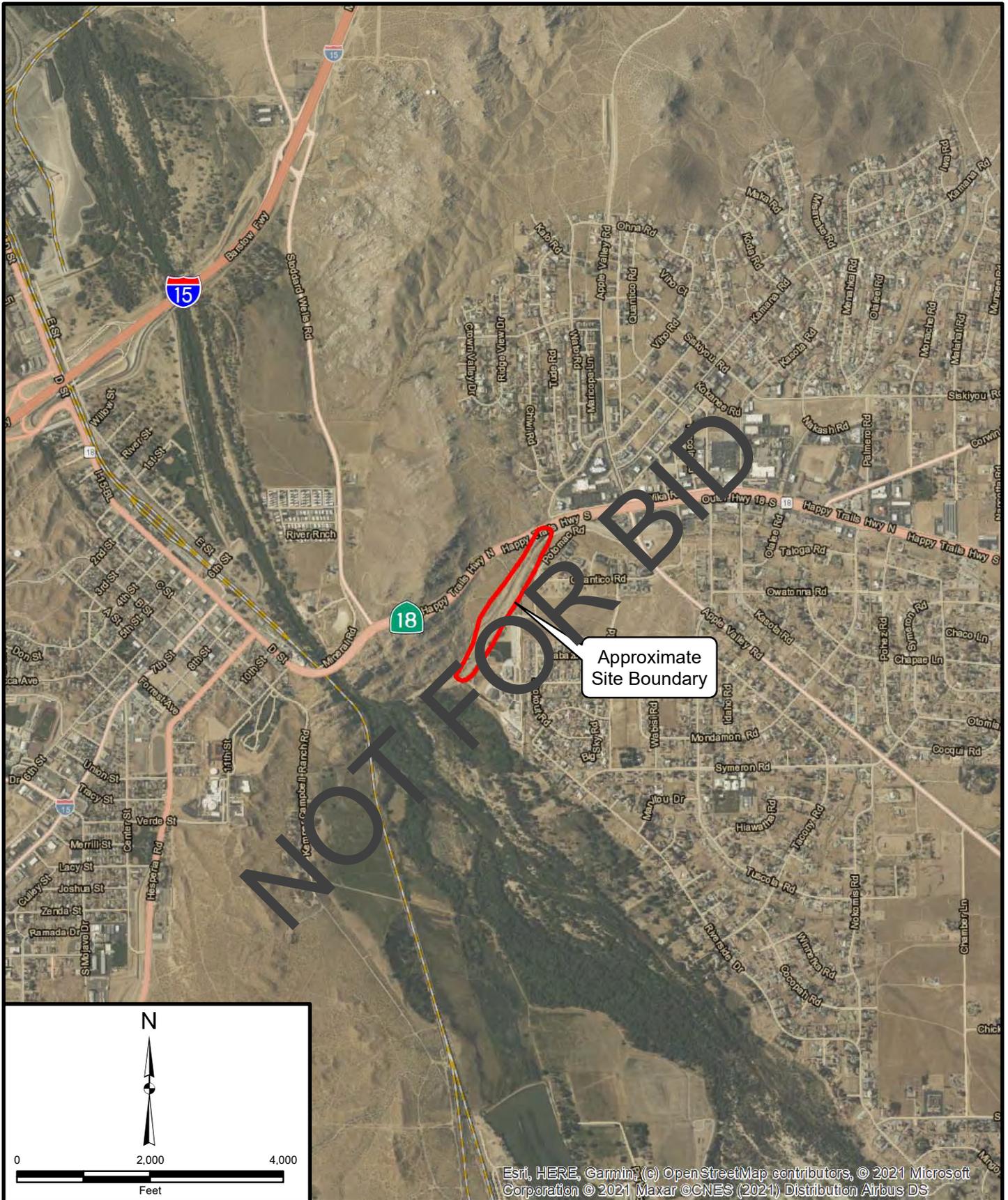
Leighton Consulting, Inc. should observe and test all grading and earthwork, to check that the alignment is properly prepared, selected fill materials are satisfactory, and that placement and compaction of fill has been performed in accordance with our recommendations and project specifications. Sufficient notification to us prior to earthwork is essential.

5.0 LIMITATIONS

Environmental services such as evaluating this alignment for the presence of hazardous materials in soil and/or groundwater were **not** included as part of this study. This report was prepared for the sole use of San Bernardino County Department of Public Works for design of the Phase III channel improvements and associated structures for the proposed Desert Knolls Wash Channel in accordance with generally accepted geotechnical engineering practices at this time in southern California.

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Project: 12340.008	Eng/Geol: TCB/SGO
Scale: 1" = 2,000'	Date: April 2021
Base Map: ESRI ArcGIS Online 2021 Thematic Information: Leighton Author: Leighton Geomatics (btran)	

SITE LOCATION MAP

County of San Bernardino Department of Public Works
Desert Knolls Wash Channel, Phase III
Apple Valley, San Bernardino County, California

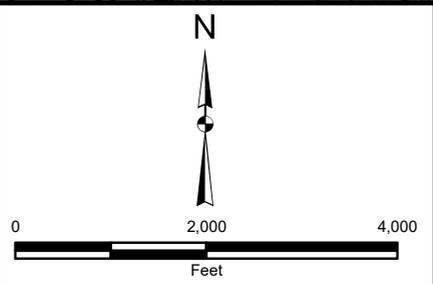
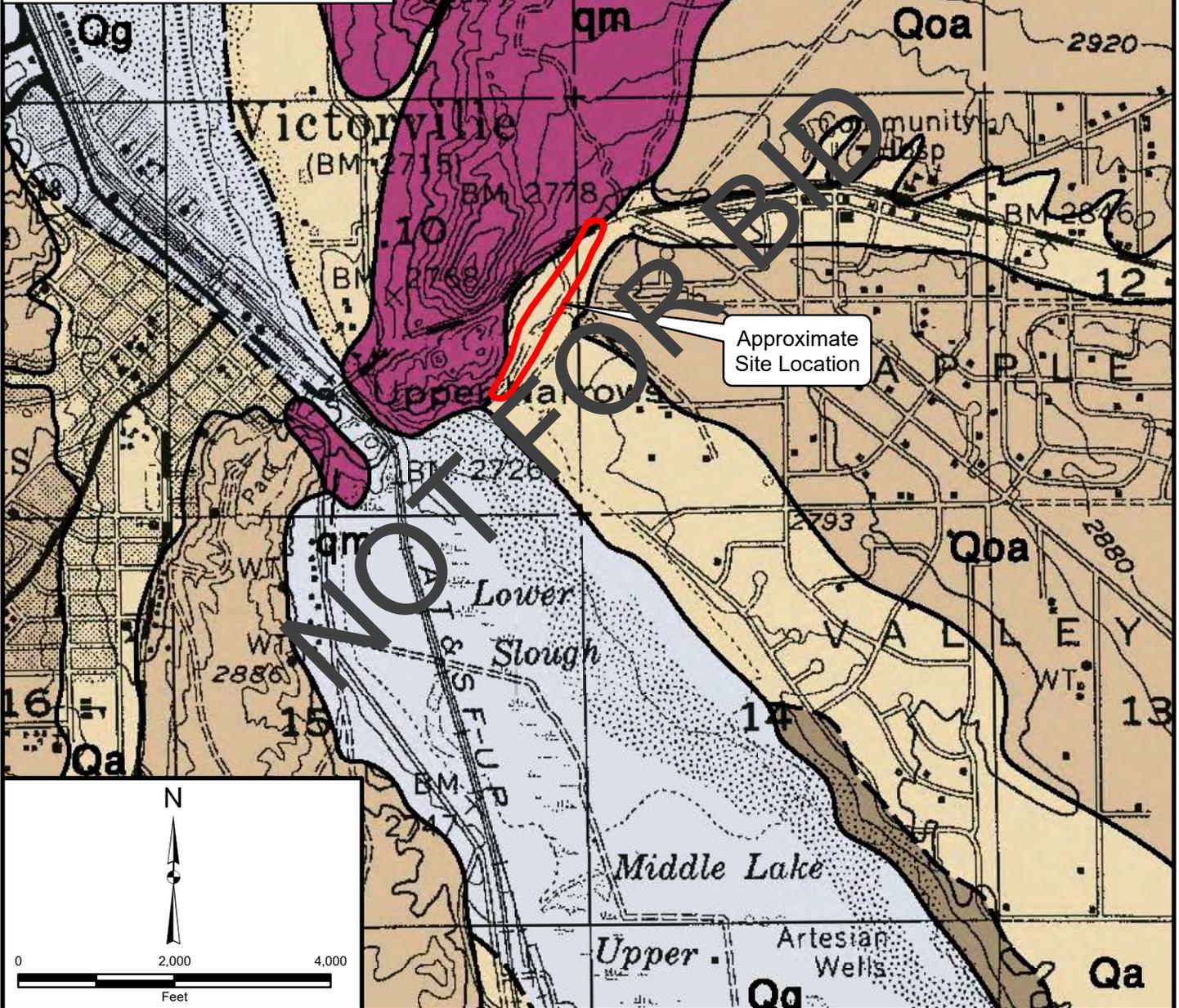
Figure 1



Leighton

Legend

- Qa** Alluvial silt, sand and gravel of valley areas derived from adjacent higher ground
- Qg** Sand of Mojave River channel
- Qoa** Alluvial gravel, sand, and silt, light gray to buff, moderately to poorly bedded or unbedded, in part indurated by white caliche, or floodplain arkosic sand and detritus upslope
- qm** Quartz monzonite, gray-white, massive, weakly coherent where exposed, homogeneous, medium-grain, in places slightly porphyritic, intrusive into metamorphic rocks; forms major batholithic pluton of western Mojave Desert
- ml** Limestone and dolomite, white to dark blue-gray massive to bedded, fine to coarse crystalline
- ms** Hornfels schist and argillite, dark gray to gray-black, weathers dark brown, fine-grained, platy to fissile, with moderate to indistinct foliation



Project: 12340.008 Eng/Geol: TCB/SGO
 Scale: 1" = 2,000' Date: April 2021
 Base Map: Geologic Map of the Shadow Mountains & Victorville San Bernardino & Los Angeles Counties, California By Thomas W. Dibblee, JR., 2008
 Author: Leighton Geomatics (btran)

REGIONAL GEOLOGY MAP
 County of San Bernardino Department of Public Works
 Desert Knolls Wash Channel, Phase III
 Apple Valley, San Bernardino County, California

Figure 2

Leighton