

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 loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline calkaway 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 entry

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 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 drums); 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, T1N, 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, Mt. Diablo Meridian. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of

T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue 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 of T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T11N, 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 space between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 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..... | \$ 34.08 | 33.45 |
| 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, 2nd 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 |
| GROUP 3..... | \$ 42.01 | 20.42 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, the work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-002 07/01/2020

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| LABORER | | |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing of steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone on wet sacked concrete; Roto scraper and tiller; Seal plaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact bench 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 material for pipe wrapping and waterproofing); Operator of pneumatic, gas or electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer - backhoe person coating, grouting, making of joints, sealing, caulking, diaphering and including rubber gasket joints, pointing and any and all other services; Rock saw - rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, rorko, 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 tender; Jumbo person; Kemper and other pneumatic concrete place 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 |
| ----- | | |
| LAB0110-001 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; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanent affixed roadside and parking delineation barriers, fences, 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

LABORER

| | | |
|-------------------------------|----------|-------|
| PLASTER CLEAN-UP LABORER..... | \$ 36.03 | 21.01 |
| PLASTER TENDER..... | \$ 38.58 | 21.01 |

Work on a swing stage - add: \$1.00 per hour additional.

Work on manholes - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station, Palm Springs, 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.

PAIN0036-001 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.

PAIN0036-008 10/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 43.18 | 20.92 |

PAIN0036-015 01/01/2020

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.45 | 23.39 |

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

PAIN1247-002 01/01/2021

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.71 | 14.07 |

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: \$ 1.00 additional per hour.

PLAS0500-002 07/01/2020

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 38.50 | 25.91 |

PLUM001-002 09/01/2020

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| Work at Edwards AFB..... | \$ 59.28 | 24.71 |
| Work at Fort Irwin Army Base..... | \$ 61.88 | 23.66 |
| Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base..... | \$ 59.28 | 24.71 |

Work ONLY on new additions
and remodeling of bars,
restaurants, stores and
commercial buildings, not
to exceed 5,000 sq. ft. of
floor space.....\$ 50.70 23.73

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 38.73 22.06

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.....\$ 52.28 24.71

PLUM0345-001 09/01/2020

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| PLUMBER | | |
| Landscape/Irrigation Fitter..\$ 35.30 | | 24.16 |
| Sewer & Storm Drain Work....\$ 39.39 | | 48 |

* ROOF0036-002 08/01/2021

| | Rates | Fringes |
|---------------------|-------|---------|
| ROOFER.....\$ 42.57 | | 20.92 |

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 01/01/2021

Does not include the northern part of the City of Chino, or the
Cities of Montclair and Ontario

| | Rates | Fringes |
|-------------------------------|-------|---------|
| SPRINKLER FITTER.....\$ 39.83 | | 26.23 |

SFCA0709-001 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 07/01/2021

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 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..... | \$ 33.61 | 30.59 |
| GROUP 9..... | \$ 33.62 | 30.59 |
| GROUP 10..... | \$ 34.02 | 30.59 |
| GROUP 11..... | \$ 34.61 | 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 - 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 www.dol.gov/whd/govcontracts.

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 a 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 1.9). 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"

Section 102
Required Contract
Provisions for Federal-Aid
Construction Contracts
(Yellow Pages)

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

| | |
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| C. PROMPT PROGRESS PAYMENT | 3 |
| D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS | 3 |
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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 to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of award, and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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

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 (1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may 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 carry the name and identification number of the DBE.

Nondiscrimination Statement

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

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

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 Subcontractor

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 subcontract performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

e. Termination and Substitution 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 substitute 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 Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder 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. The Local Agency stipulated that 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.
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.
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.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

If a listed DBE is terminated or substituted, the prime contractor must 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 or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is required. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the 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 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for substitution.

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 business (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 company and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LA 44 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. DBE RUNNING TALLY OF ATTAINMENTS

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 shall 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 the Agency.

- 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 latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (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 or 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 40 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 of San Bernardino the sum of \$3,000 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 AMERICAN

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. Steel and iron materials must be produced in the U.S. 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 does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

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 FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the 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. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it 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 (7) 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.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

NOT FOR BID

- I. General
- II. Nondiscrimination
- III. No 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
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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 (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).

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.

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). 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 their proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contract subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

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 or 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.
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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provisions are adopted from 23 CFR 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 42 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 35 and 29 CFR 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.
- 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, 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."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and 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 who 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.
- 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 employment referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, it 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, national origin, age, or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure 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 against the contractor in connection with its obligations under this contract, and 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.

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.

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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. 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, 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, 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 there under. Employers must provide reasonable accommodation in all employment activities unless it would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the ground of race, color, religion, sex, 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 non-discrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and 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 by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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.

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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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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.b.(3) 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 contained under paragraph 1.b.(3) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and all 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 rate determined 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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

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2. Withholding

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

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 and 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, each entry 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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, 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 reduction, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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.

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4. Apprentices and trainees**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 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. 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.

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.

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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.

9. Disputes concerning labor standards. 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.

- 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

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 clause 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.

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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBMITTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. 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. 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.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.
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 each 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 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. 3701).
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 manner 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 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, or estimates 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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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.

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.
- 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 or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal was 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.
- 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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantor or subgrantee 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 grantor or subgrantee of Federal funds (such as the prime or general contract). "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.
- 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.

- 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. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the status of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to remain 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. 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) 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;
 - (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; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. 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)

- a. By signing and submitting this proposal, the prospective lower tier 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.
- 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 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 grantee or subgrantee 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 subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee 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. 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.
- f. The prospective lower 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 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.

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 principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 20).

- a. 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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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 | | Goal (Percent) |
|-----------------------------------|---|-------------------|
| | Economic Area | |
| 174 | Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA | 28.9 |
| | CA Monterey | 25.6 |
| | 7360 San Francisco-Oakland | |
| | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo | |
| | 7400 San Jose, CA | 19.6 |
| | CA Santa Clara, CA | |
| | 7485 Santa Cruz, CA | 14.9 |
| | CA Santa Cruz | |
| | 7500 Santa Rosa | 9.1 |
| | CA Sonoma | |
| 177 | 8720 Vallejo-Fairfield-Napa, CA | 17.1 |
| | CA Napa; CA Solano | |
| | Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 23.2 |
| | | |
| 178 | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA | 16.1 |
| | CA Placer; CA Sacramento; CA | |
| | Yuba Non-SMSA Counties | 14.3 |
| | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | |
| 178 | Stockton-Modesto, CA: SMSA Counties: 5470 Modesto, CA | 12.3 |
| | CA Stanislaus | |
| | 8120 Stockton, CA | 24.3 |
| | CA San Joaquin | |
| | Non-SMSA Counties | 19.8 |
| 179 | CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | |
| | 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 | 9.0 |
| | 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 | |
| | 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 subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230) and submit the forms by August 15.

13. TITLE VI ASSURANCES

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:

- 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.
- 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 within the agreement covers a program set forth in Appendix B of the Regulations.
- 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.
- 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 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.

- e. 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:
 - 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 lease 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.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

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 this 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 States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a signed "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 this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

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

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 San Bernardino :

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 San Bernardino approval for the submitted information before the prime contractor starts work. The City/County of San Bernardino creates 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 U.S. 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 San Bernardino and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the four equal employment opportunity responsibilities
 - Qualify an 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 similar positions 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 San Bernardino 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

*Permits and Agreements
(Brown Pages)*

inserted here

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

**CITY OF NEEDLES/COUNTY OF SAN BERNARDINO COOPERATIVE AGREEMENT
ENCROACHMENT PERMIT**

ENVIRONMENTAL DETERMINATION

ENVIRONMENTAL MITIGATION MATRIX

DESERT TORTOISE HABITAT – Impact Avoidance Procedures

CDFW PERMIT – 1602 Streambed Alteration Agreement with Letter of Extension

**United States Department of the Interior Bureau of Land Management – Right of Way
Grant/Temporary Use Permit (County Contract No. 19-85 ; Serial No. CACA 57793)**

E76

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

October 26, 2021

FROM

BRENDON BIGGS, Director, Department of Public Works –Transportation

SUBJECT

Cooperative Agreement with the City of Needles for Pavement Reconstruction on Needles Highway (Segment 1B)

RECOMMENDATION(S)

Approve Cooperative Agreement No. 21-784 with the City of Needles for pavement reconstruction on Needles Highway, from 500 feet south of Park Road north to David Drive located within the City of Needles, in the amount of \$2,192,387, effective upon execution by both parties through December 31, 2025.

(Presenter: Brendon Biggs, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Department of Public Works (Department) is funded by Gas Tax revenue, fee revenue, and other federal, state and local funding. The total estimated cost to reconstruct the pavement on Needles Highway, from 500 feet south of Park Road north to David Drive (Segment 1B) is \$2,192,387. This cost will be financed by federal Public Lands Highways (PLH) Program funds on a reimbursement basis, therefore, the Department will use Gas Tax revenue to construct Segment 1B and will be reimbursed with the PLH Program funds. Sufficient appropriation and revenue are included in the Department's 2021-22 Road Operations budget and will be included in future recommended budgets (6650002000 34H14876).

BACKGROUND INFORMATION

The San Bernardino County (County) and City of Needles (City) each applied for federal PLH Program funding to make the necessary pavement improvements on Needles Highway, from "N" Street northerly to the California/Nevada state line (Project), subsequently, County was selected to receive the PLH Program funds (Congressional discretionary funds) and act as the lead agency for the Project with limits in both the County and City jurisdictions.

On April 10, 2001 (Item No. 11) the Board of Supervisors (Board) entered into County Contract No. 01-257, which was a cooperative agreement with the City for the improvement of Needles Highway. Amendment No. 1 to Contract No. 01-257 was approved on August 9, 2016 (Item No. 29), authorizing County staff to implement and construct the pavement improvements on Needles Highway, from "N" Street northerly to the California/Nevada state line (under County

**Cooperative Agreement with the City of Needles for Pavement
Reconstruction on Needles Highway (Segment 1B)
October 26, 2021**

Contract No. 01-257 known as "Project"). The Project consisted of the preliminary engineering phase for the entire Project limits from "N" Street northerly to the California/Nevada state line and construction phase for the following three segments: (1) from "N" Street to 600 feet north of Balboa Place (Segment "N"); (2) from 600 feet north of Balboa Place to 500 feet south of Park Road (Segment 1A); and the subject project, (3) from 500 feet south of Park Road north to David Drive (Segment 1B). Segments "N", 1A and 1B under County Contract No. 01-257 were also known as "Sub-Projects". Segment 1B is the last segment to be constructed. All three segments are located in the City boundary.

On August 19, 2014 (Item No. 38), the Board adopted the Mitigated Negative Declaration and Environmental Assessment for the Project, approved the Notice of Determination, and directed the Clerk of the Board to file and post said notice fulfilling the County's obligation under the California Environmental Quality Act (CEQA).

Additionally, Segment 1B is funded by federal funds, and the United States Department of Transportation Federal Highway Administration (FHWA) is the federal lead agency for the purpose of the National Environmental Policy Act (NEPA) review. On May 12, 2014, the FHWA adopted and issued a Finding of No Significant Impact; and therefore, NEPA compliance for the Project is also complete. The construction of Segment "N" and Segment 1A are complete. The Segment 1B construction is anticipated to commence and be completed in the Summer of 2022.

County Contract No. 01-257 and Amendment No. 1 expire on December 31, 2020. Because this is the final segment to be constructed, the Department needed to determine how much remaining PLH funds were available and evaluate several options to optimize the use of available funds for Segment 1B. The Department has been working with Caltrans and the remaining PLH funds have been finalized for the completion of Segment 1B.

The final amount of available PLH funds has now been determined to be \$2,192,587, and an appropriate project scope has been identified. The County and City now desire to enter into the proposed Cooperative Agreement to construct Segment 1B in the City of Needles.

The Department requests the Board's consideration and approval to allow the County to enter into a Cooperative Agreement with the City of Needles, under which the County will serve as the lead agency for Segment 1B and the PLH funding process. The City will continue to perform before, during, and after project construction maintenance of its streets that are located within the Project limits, except for those activities that are impossible to perform during the construction of Segment 1B. Construction of Segment 1B is anticipated to commence and be completed in Summer of 2022, and the estimated total cost to design and construct Segment 1B is \$2,192,587, which will be funded with PLH program funds assigned to the County. The recommended Cooperative Agreement is effective through December 31, 2025, to allow for any construction delays, to complete project closeout inspections and activities, and to complete and submit project completion documentation to Caltrans.

The overall Project will ensure development of a well-planned, balanced and sustainable County by preserving and improving the structural integrity of existing road surface on Needles Highway. Furthermore, execution of the Cooperative Agreement and approval of the construction of Segment 1B allows the County to meet its goals and objectives by working cooperatively with the City to complete the Project. The City of Needles approved this Cooperative Agreement on September 28, 2021.

**Cooperative Agreement with the City of Needles for Pavement
Reconstruction on Needles Highway (Segment 1B)
October 26, 2021**

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on August 19, 2021; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on October 6, 2021; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on October 11, 2021.

**Cooperative Agreement with the City of Needles for Pavement
Reconstruction on Needles Highway (Segment 1B)
October 26, 2021**

Record of Action of the Board of Supervisors
San Bernardino County

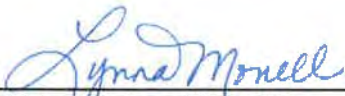
APPROVED (CONSENT CALENDAR)

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

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

Lynna Monell, CLERK OF THE BOARD

BY



DATED: October 26, 2021



cc: PW/Trans- Zamora w/agree
Contractor- C/O PW/Trans w/agree
File- w/agree

LA 10/28/2021



Contract Number

21-784

SAP Number

Public Works

| | |
|---|--|
| Department Contract Representative | Harold Zamora, P.E., Engineering Manager |
| Telephone Number | (909) 381-8166 |
| Project | Needles Highway Segment 1B |
| Contractor | City of Needles |
| Contractor Representative | Tammy Ellmore, Engineering Technician II |
| Telephone Number | (760) 326-5740 Ext. 150 |
| Contract Term | Expiration 12/31/2025 |
| Original Contract Amount | \$0 |
| Amendment Amount | \$0 |
| Total Contract Amount | \$0 |
| Cost Center | 6650002000 34H14876 |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (COUNTY) and the City of Needles (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively as "Parties"), desire to cooperate and jointly participate in a pavement reconstruction project on Needles Highway, from 500 feet south of Park Road north to David Drive in the Needles area (hereinafter referred to as "SEGMENT 1B"); and,

WHEREAS, SEGMENT 1B is within the boundaries of the CITY and the federal Bureau of Land Management (BLM); and,

WHEREAS, the Parties entered into County Contract No. 01-257 ("AGREEMENT") on April 10, 2001 and Amendment No.1 on August 9, 2016, authorizing the County to implement and construct improvements on Needles Highway, from "N" Street northerly to the California/Nevada state line ("Project"); and,

WHEREAS, the AGREEMENT included three segments on Needles Highway: (1) from "N" Street to 600 feet north of Balboa Place (Segment "N"); (2) from 600 feet north of Balboa Place to 500 feet south of Park Road (Segment 1A); and (3) SEGMENT 1B, and permit requirement from the federal Bureau of Reclamation (BOR); and,

WHEREAS, the Project was awarded federal Public Lands Highways (PLH) Program funds to design and construct the Project; and,

WHEREAS, Segments N and 1A construction were completed under the AGREEMENT and the remaining federal Public Lands Highways (PLH) Program funds of \$2,192,587 will be used to construct SEGMENT 1B; and,

WHEREAS, the AGREEMENT expired on December 30, 2020; and,

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and,

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for SEGMENT 1B; and,

WHEREAS, COUNTY and CITY desire to enter into this Cooperative Agreement for the construction of SEGMENT 1B utilizing the remaining \$2,192,587 of PLH funds, and the maintenance responsibilities for Segment 1A and SEGMENT 1B.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency in the finalization of design plans, construction engineering and inspection of SEGMENT 1B. Right-of-way acquisitions are not required. Design, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliances were completed under the AGREEMENT, and therefore are not part of this Agreement.
- 1.2 Construct SEGMENT 1B by contract in accordance with the plans and specifications of COUNTY, which have been reviewed and approved by CITY.
- 1.3 Arrange for relocation of all utilities which interfere with construction of SEGMENT 1B within the entire SEGMENT 1B limits, pursuant to paragraph 3.8 below.
- 1.4 Obtain a no-cost permit from CITY for work within the CITY's right-of-way.
- 1.5 Advertise, award, administer, and fund the construction of SEGMENT 1B, in accordance with the provisions of California Public Contract Code applicable to counties.
- 1.6 Require its contractors and subcontractors to maintain and to comply throughout the term of any contract awarded by COUNTY with the insurance requirements described in COUNTY policy Numbers 11-07 and 11-07SP.
- 1.7 Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for SEGMENT 1B and maintain adequate records of inspection and materials testing for review by CITY. COUNTY shall provide copies of any records of inspection and materials testing to CITY within ten (10) days of COUNTY's receipt of written demand from CITY for such records. This shall be included as a PROJECT cost.
- 1.8 Utilize the PLH funds assigned to the PROJECT for SEGMENT 1B for the construction, construction engineering, inspection, and eligible administrative costs. SEGMENT 1B estimated total cost is \$2,192,587, and will be financed with the PLH funds assigned to COUNTY.

2.0 CITY AGREES TO:

- 2.1 Provide a no-cost permit to the COUNTY for its work in the CITY's right-of-way.
- 2.2 Provide a representative who shall have the authority to discuss and attempt to resolve issues concerning SEGMENT 1B with the COUNTY.
- 2.3 Except for activities that are impossible to perform during the construction phase of SEGMENT 1B, before, during, and after CITY's and COUNTY's acceptance of completed SEGMENT 1B, the CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) for City streets in the SEGMENT 1B limits that are in the CITY incorporated area.

- 2.4 Obtain a Right-of-Way Grant/Temporary Use Permit through the BLM for the operation and maintenance of public land on Segment 1A and SEGMENT 1B within the City's jurisdiction; and pay the related fees/costs, if such fees are required.

3.0 IT IS MUTUALLY AGREED:

- 3.1 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CITY's negligent acts or omissions which arise from City's performance of its obligations under this Agreement.
- 3.2 COUNTY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.
- 3.4 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.1, 3.2 and 3.3.
- 3.5 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
- 3.6 If either CITY or COUNTY requests additional work that is beyond the scope of the original SEGMENT 1B, and not considered by all parties to be a necessary part of SEGMENT 1B, said work, if approved by all parties, will be paid solely by the agency requesting the work.
- 3.7 In the event that change orders are required during the course of the SEGMENT 1B construction, COUNTY will be the responsible agency to authorize and approve the change order with consultation of the CITY's representative.
- 3.8 In the case wherein one of the Parties owns a utility that needs to be relocated for a project and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a SEGMENT 1B cost. In the case that a utility relocation is determined to be a SEGMENT 1B cost based on that utility having prior rights, the relocation of the utility will be included as a SEGMENT 1B cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.9 This Agreement may be cancelled upon thirty (30) calendar days advance written notice by COUNTY or CITY in the event that COUNTY determines, in its sole discretion, that it is unable to secure sufficient funds to complete SEGMENT 1B.
- 3.10 Except as provided in Paragraph 3.9, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of SEGMENT 1B.
- 3.11 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.12 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.13 Time is of the essence for each and every provision of this Agreement.
- 3.14 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing business days shall be deemed COUNTY business days. The captions of the various articles and paragraphs are for convenience

and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.15 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.16 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.17 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.18 This Agreement will be effective on the date it is signed by both Parties and shall conclude on December 31, 2025.
- 3.19 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

By 
Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 26 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy

CITY OF NEEDLES

By 
(Authorized signature - sign in ink)

Name Jeff Williams
(Print or type name of person signing contract)

Title Mayor
(Print or type title)

Dated: September 28, 2021

Address 817 Third Street
Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form

By 
Suzanne Bryant, Deputy County Counsel


Date _____

Reviewed for Contract Compliance

By 
Andy Silao, P.E., Engineering Manager

Date 10/18/2021

Reviewed/Approved by Department

By 
Brendon Biggs, Director

Date 10/18/21

SAN BERNARDINO COUNTY

CITY OF NEEDLES



Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monelli
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

By _____

(Authorized signature - sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Address: _____

FOR COUNTY USE ONLY

Approved as to _____

Suzanne Bryant, Deputy County Counsel

Date _____

10-15-2021

Reviewed for Contract Compliance



Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department



Brendon Biggs, Director

Date _____



Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Special Districts
- Surveyor
- Transportation

www.SBCounty.gov

Brendon Biggs, M.S., P.E.
Director

David Doublet, M.S., P.E.
Assistant Director

Trevor Leja
Assistant Director

Letter of Transmittal

TO: City of Needles - Engineering
817 Third Street
Needles, CA 92363

DATE: September 27, 2011
FILE: Needles Highway 1B
Encroachment Permit
W.O.# 114855

ATTN: Tammy Ellmore & Alberto Paiva

We are forwarding the following items:

- ☐ Prints ☐ Construction Plans ☐ Specifications
☐ Engineer's Estimate ☐ Previous Red Line Comments ☒ Attached, see below:

These are transmitted as checked below:

- ☒ For Approval ☐ Approved as submitted ☐ Approved as noted
☐ For your use ☐ Returned for corrections ☐ Resubmit copies for approval
☐ As requested ☐ For final review and comment ☐ Resubmit copies for distribution

Remarks:

Transmitted herewith is the Encroachment Permit application for roadway improvements of Needles Highway – Segment “1B” project from 500’ south of Park Road to 1 mile north in the City of Needles.

Once the Contractor is selected, the Contractor is required to apply for their permit as a rider.

Should you have any questions or need further information, please call me at (909) 387-7922.

Thomas Bustamonte

THOMAS BUSTAMONTE, P.E.

Project Manager
Transportation Design Division

TB:MM

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer



City of Needles California

Application for ENCROACHMENT PERMIT

Application Procedures:

1. File a City application and submit **1 copy** of the listed package below.
2. For a **Standard Encroachment** Permit a charge of **\$112** shall be collected, this includes all cuts in the City's Right-of-Way that usually run Perpendicular or Lateral for example a new utility service to a residents or a patch of sidewalk being replaced or a residential driveway.

A **Major Encroachment** is defined as cuts in the City's Right-of-Way running for some length, running Longitudinal for example a section of utility main or commercial driveway. A permit charge of **\$797** will be collected and it will include review from the City Engineer.

The package shall include the following:

- ☒ **ONE** Completed Application & Fees
- ☒ **ONE COPY** Traffic Control Plan
- ☒ **ONE COPY** SITE PLAN Legibly drawn in ink or by computer and accurately to scale on one (1) sheet of paper, eight and one-half (8-1/2") by eleven (11") inches in size, or eleven (11") by seventeen (17") inches in size and including all of the following information:
 - a. Scale of map (standard engineering scale), north arrow, and vicinity map shall be sized appropriately for the scale of the drawing.
 - b. All Dimensions, Notes & Tables shall be appropriately sized for the drawing scale.
 - c. Proposed work to be completed in the City Right-of-Way.
 - d. Dimensioned section of Pavement cut.

Once received by the Engineering Department the application will be checked against the items above, and if all items are present it will be processed and / or forwarded to the City Engineer for their review. **Please assure that all items requested are included when you submit your application, if not a deficiency email issued by the City of Needles will be forwarded to the applicant and at that point your application will stop and you will have delays in the processing of your application.**

3. A fully completed encroachment permit application with all required attachments shall be submitted to the Engineering Department. A preliminary review will be done to verify proper information has been submitted as follows:
 - a. Encroachment application with proper signatures and the Underground Service Alert (USA) Number.

- b. Approved "Complete Improvement Plans" and/or plans demonstrating the type of work, the work location, and all streets affected by the work within a radius of 200 feet.
 - c. Traffic control plan conforming to the California Manual on Uniform Traffic Control Devices.
 - d. Copy of a current Business License and Contractor's License
 - e. A copy of Liability Issuance, as required by Section 7-3 and 7-4 of the SSPWC and naming the City of Needles as an additional insured.
 - f. A certificate of Worker's Compensation Insurance, a certificate of consent to self-insure, or certified copy thereof (Sec. 3800, Labor Code).
 - g. The applicant's and / or contractor's 24 hour emergency call numbers.
4. It is the applicant's sole responsibility to make arrangements and pay fees for compaction testing for any work within the City's right of way. Compaction tests shall be performed by an accredited certified testing lab and shall be in accordance with the SSPWC. Compaction tests for, but not limited to Curbs, Gutters, Sidewalks, Driveways, Cross-Cutters, Access Ramps and asphalt pavement shall not be performed more than 24 hours prior to work on placing the finish layer of the work. It is the sole responsibility of the applicant to make arrangements for and to pay any fees for additional re-compaction tests that may be required for settling tests, or if weather or any other circumstances have affected the integrity of the compaction process.
5. Call (760) 326-5740 option 5 – Twenty-Four (24) hours in advance to request an inspection. Engineering personnel will call you back to confirm the time and date of inspection.

Application Questionnaire

Complete all sections of this application. Please refer to the checklist contained in the information packet for complete information on submittal requirements. The information furnished in this application will be used in evaluating your project pursuant to the California Environmental Quality Act (CEQA). If you believe an item does not apply to your project, mark it "N/A". Do not leave any blank spaces.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number is issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call "811" or Dig Alert "800) 227-2600 ~ **Two working days before you dig.**

DIG ALERT NO.

Provided by selected Contractor

APPLICATION

DATE 9/27/2021

Application Type: **ENCROACHMENT** ☒ Standard ☐ Major

ENCROACHMENT No.
(Automatic)

EP2021-11

LOCATION OF WORK OR ENCROACHMENT

Address / Street Needles Highway Segment "1B" Cross Street(s) 500' S of Park Road to 1 mile

APPLICANT INFORMATION

Name Thomas Bustamonte - County of SB Phone Number (909) 387-7922 Cell
Address 825 E. Third Street City San Bernardino State CA Zip 94215
Email thomas.bustamonte@dpw.sbcounty.gov **START DATE:** June 2022 **COMPLETE DATE:** December 2022

DESCRIPTION OF WORK OR ENCROACHMENT (Include plans or sketch):

Check all that apply to the project and provide a written description:

- ☐ Driveway Approach ☐ Curb & Gutter ☐ Sewer Improvement ☐ Sidewalk ☐ Water Service ☐ Telephone / Cable
☐ Excavation ☐ Accessible Ramp ☐ New Utilities ☐ Landscaping ☐ Natural Gas ☒ Other Road Reconstruction

Describe Work: This project consists of pulverizing the road and placing asphalt concrete, shoulder backing, construct asphalt concrete cut off walls at the dip crossing, paint traffic signs and pavement markings.

Road Surface Type: ☒ Asphalt ☐ Concrete ☐ Other Linear Feet: 5,280 Surface Thickness: 0.35'-0.67'
Excavation Type: 4' Depth 1' Width 900' Length Pipe: N/A Type N/A Diameter N/A Voltage
Trenching Work: ☐ Yes ☒ No Traffic Control Plan: ☒ Yes ☐ No

Insurance on File with City: ☐ Yes ☐ No Bond Required? ☐ Yes ☐ No

Applicant Affidavit

Applicant agrees that all work will be performed in accordance with the rules, regulations and standards of the City of Needles and any Local Municipal code. All work shall be subject to Inspection and approval by the Department of Public Works. Applicant shall indemnify, defend and hold the Local Agency, its officers, agents and employees harmless for any and all claims, suits or liability, including, but not limited to, litigation costs and attorney's fees which the Local Agency may incur as the result of any and all claims or suits for personal injury, property damage or inverse condemnation by reason of applicants placement of/or maintenance of encroachments authorized by this permit. No work shall commence until permit is issued.

Signed: Thomas Bustamonte Date: 9/27/21

FOR CITY REVIEW – PLEASE DO NOT WRITE BELOW

REVIEWED AND APPROVED BY:

FEES:

INSPECTION:

Tammy Ellmore
Engineering Department

10/08/2021
Date

Processing Fee \$ 0.00

Engineering Review \$ 0.00

TOTAL COLLECTED \$ 0.00

Date

Public Works Department

Comments

Public Works Department

Date

Per Public Works Contract between City & County dated 09/28/2021 Section 2.0 City Agrees to Item 2.1

THE FOLLOWING IS FOR CITY OF NEEDLES REVIEW – PLEASE DO NOT WRITE BELOW

Check List for “Street Encroachment” Review

Application Type: ☐ STANDARD ☐ MAJOR

ENCROACHMENT NO.

Within the Package:

Date: _____

| <u>Int'l</u> | <u>Comments</u> | <u>Item</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|--------------|-----------------|------------------------------|-----------------------------------|-----------------------------------|
| _____ | _____ | Application Attached | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | Site Drawing Attached | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | Traffic Control Plan | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | <u>Correct Fees Received</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | *Invoiced Collection | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | *Annual Collection | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | Date: _____ | *City Account Reconciled | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | Funds Deposited to Acct: | SE <input type="checkbox"/> _____ | ER <input type="checkbox"/> _____ |

Insurance / Bonding:

| <u>Insurance Attached</u> | <u>On File</u> |
|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <u>Bonding Required:</u> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Engineering Review (Major Encroachment):

| | | |
|-------|--|--|
| _____ | Engineer Review Required? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | Date Sent to Engineer | _____ |
| _____ | Approved Signature | _____ |
| _____ | Number Issued | _____ |
| _____ | DIG ALERT NUMBER (Called in two days before dig date) | _____ |

Notification:

| | | |
|-------|---|--|
| _____ | Utilities (Do City Utilities need to know – Did Notice get sent) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | Notification to Public Services Needed (If notification is required to Public Services due to street being closed) | <input type="checkbox"/> Yes <input type="checkbox"/> No |

START DATE _____

END DATE _____

Pre-Inspection:

Road Surface Type: ☐ Asphalt ☐ Concrete ☐ Other _____ Linear Feet: _____ Surface Thickness: _____
Excavation Type: _____ Depth _____ Width _____ Length _____

Final Inspection:

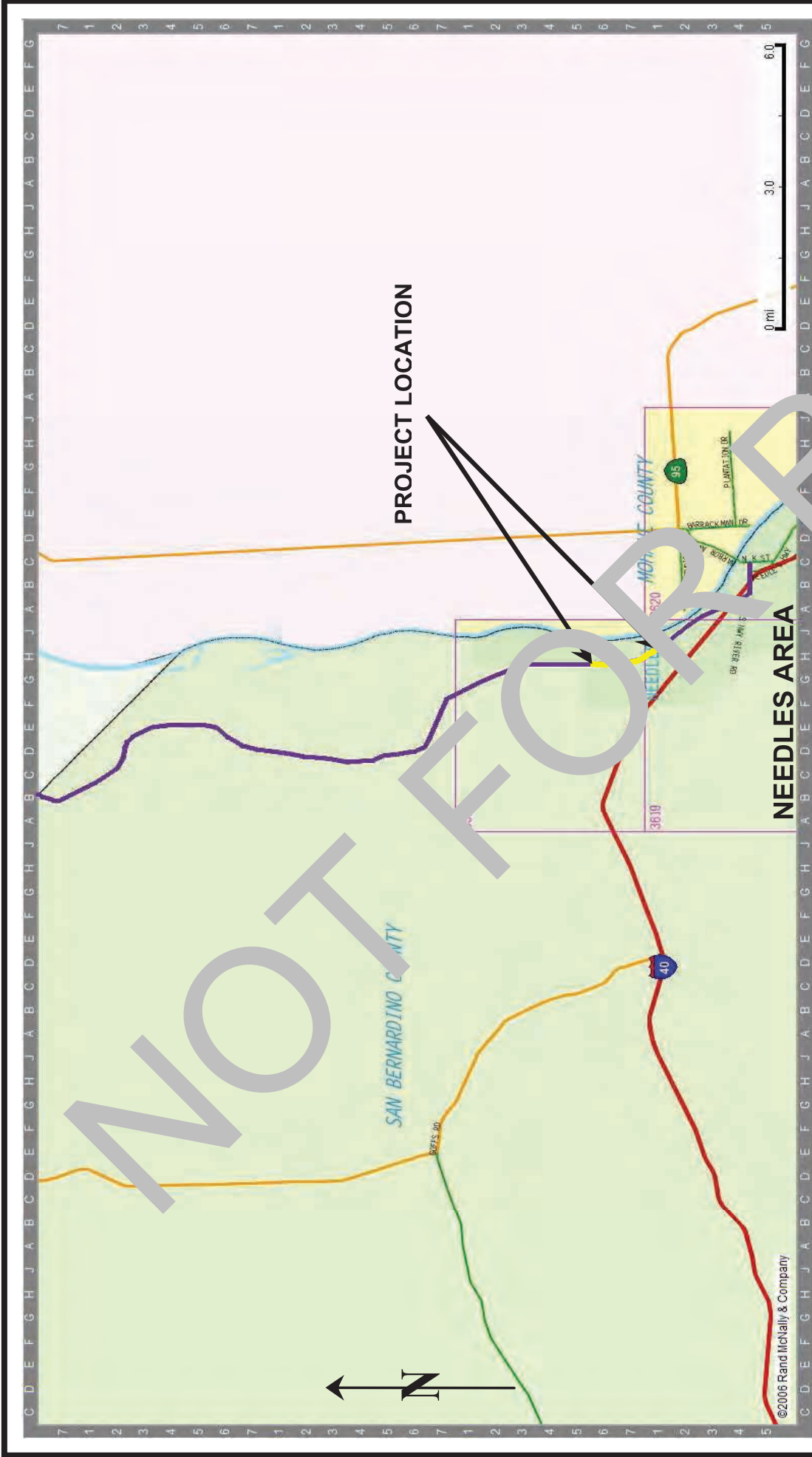
Road Surface Type: ☐ Asphalt ☐ Concrete ☐ Other _____ Linear Feet: _____ Surface Thickness: _____
Excavation Type: _____ Depth _____ Width _____ Length _____

Road Last Surfaced ☐ 0-3 years ☐ 3-5 Years ☐ 5-10 Years ☐ CIP ☐ Full Lane ☐ ½ Lane ☐ T-Grind Trench ☐ T-Cut Trench
Required Replacement ☐ Full Lane ☐ ½ Lane ☐ T-Grind Trench ☐ T-Cut Trench

Per Section 8.5 Overlay
Paving of the Trench Repair
Requirements

Inspector's Signature _____

Date _____



VICINITY MAP

County Road # 588575

Work Order # HF0010

Latitude: 34.884 Longitude: - 114.645



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS

NEEDLES HIGHWAY SEGMENT 1B
500' south of Park Road to 1 mile north

ROADWAY REHABILITATION

| | | | | |
|--|--------|-------|------------|-----|
| City | COUNTY | ROUTE | POST MILES | NO. |
| TOTAL PROJECT | | | | |
| Devin S. Smith REGISTERED CIVIL ENGINEER January 20, 2017 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF FIGURES CONTAINED HEREIN. | | | | |
| TO ACCOMPANY PLANS DATED _____ | | | | |

TABLE 1

| TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING | | | | | | | |
|---|--|---------|----------|----------|--|---------|-----------------|
| SPEED (S) | MINIMUM TAPER LENGTH [#] FOR WIDTH OF OFFSET 12 FEET (W) | | | | MAXIMUM CHANNELIZING DEVICE SPACING | | |
| | TANGENT | MERGING | SHIFTING | SHOULDER | X | Y | Z ^{##} |
| | 2L | L | L/2 | L/3 | TAPER | TANGENT | CONFLICT |
| mph | ft | ft | ft | ft | ft | ft | ft |
| 20 | 160 | 80 | 40 | 27 | 20 | 40 | 10 |
| 25 | 250 | 125 | 63 | 42 | 25 | 50 | 12 |
| 30 | 360 | 180 | 90 | 60 | 30 | 60 | 15 |
| 35 | 490 | 245 | 123 | 82 | 35 | 70 | 17 |
| 40 | 640 | 320 | 160 | 107 | 40 | 80 | 20 |
| 45 | 1080 | 540 | 270 | 180 | 45 | 90 | 22 |
| 50 | 1200 | 600 | 300 | 200 | 50 | 100 | 25 |
| 55 | 1320 | 660 | 330 | 220 | 50 | 100 | 25 |
| 60 | 1440 | 720 | 360 | 240 | 50 | 100 | 25 |
| 65 | 1560 | 780 | 390 | 260 | 50 | 100 | 25 |
| 70 | 1680 | 840 | 420 | 280 | 50 | 100 | 25 |
| 75 | 1800 | 900 | 450 | 300 | 50 | 100 | 25 |

- For other offsets, use the following merging taper length formula for L:
For speed of 40 mph or less, $L = 35S^2/60$
For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

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

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

TABLE 2

| LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING | | | | |
|--|-------|--------------------------------|-----|------|
| SPEED (S) | Min L | DOWNGRADE Min D ^{###} | | |
| | | -3% | -6% | -9% |
| mph | ft | ft | ft | ft |
| 20 | 118 | 118 | 120 | 126 |
| 25 | 195 | 195 | 195 | 173 |
| 30 | 200 | 200 | 215 | 227 |
| 35 | 250 | 257 | 271 | 287 |
| 40 | 315 | 315 | 313 | 354 |
| 45 | 370 | 370 | 370 | 427 |
| 50 | 448 | 448 | 448 | 507 |
| 55 | 520 | 520 | 520 | 593 |
| 60 | 598 | 598 | 598 | 688 |
| 65 | 682 | 682 | 682 | 785 |
| 70 | 771 | 771 | 771 | 885 |
| 75 | 820 | 820 | 827 | 1000 |

- Speed is posted speed limit, off-peak 85th-percentile
speed prior to work starting, or the anticipated
operating speed in mph

- Longitudinal buffer space for flagger station spacing

- Use on sustained downgrade steeper than -3 percent
and longer than 1 mile.

TABLE 3

| ADVANCE WARNING SIGN SPACING | | | | |
|------------------------------------|-------------------------------------|------|------|--|
| ROAD TYPE | DISTANCE BETWEEN SIGNS [#] | | | |
| | A | B | C | |
| | ft | ft | ft | |
| URBAN - 25 mph OR LESS | 100 | 100 | 100 | |
| URBAN - MORE THAN 25 mph TO 40 mph | 250 | 250 | 250 | |
| URBAN - MORE THAN 40 mph | 350 | 350 | 350 | |
| RURAL | 500 | 500 | 500 | |
| EXPRESSWAY / FREEWAY | 1000 | 1500 | 2500 | |

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES**
NO SCALE

THIS PLAN DATED JANUARY 20, 2017, SUPERSEDES STANDARD PLAN TS
DATED JANUARY 30, 2015 - PAGE 1 OF 1
REVISED STANDARD PLAN RSP T9

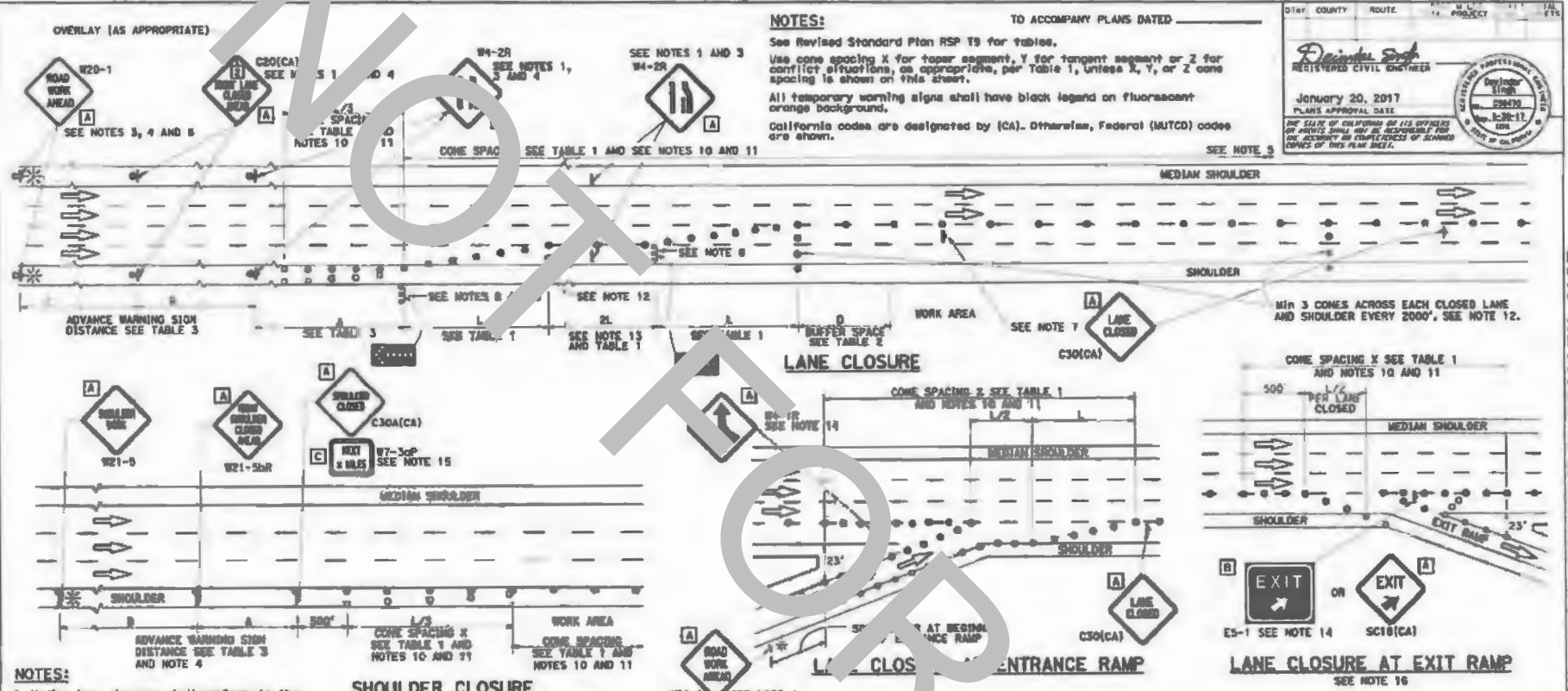
OTHER COUNTY ROUTE PROJECT MILE PROJECT TOTAL ETC

REGISTERED CIVIL ENGINEER

January 20, 2017

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SHOWN WORKS OF THIS PLAN SHEET.



- NOTES:**
- Median lane closures shall conform to the details as shown except that C20(CA) and W4-2L signs shall be used.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
 - Duplicate sign installations are not required:
 - On opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
 - Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A C20-2 "END ROAD WORK" sign, with minimum size of 48" x 84" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
 - If the W20-1 sign would follow within 2000' of a stationary W20-1 or C20-1 "ROAD WORK NEXT MILES", use a C20(CA) sign for the first advance warning sign.
 - Place a C30(CA) sign every 2000' throughout length of lane closure.
 - Use one flashing arrow sign for each lane closed. The flashing arrow signs shall be Type 1.
 - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at top of crest vertical curve or on a horizontal curve.
 - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
 - Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.

- NOTES:**
- See Revised Standard Plan RSP T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- All temporary warning signs shall have black legend on fluorescent orange background.
- California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
- TO ACCOMPANY PLANS DATED _____
- SEE NOTE 9
- SEE NOTE 12
- SEE NOTE 13 AND TABLE 1
- SEE NOTE 14
- SEE NOTE 15
- SEE NOTE 16
- SEE NOTE 17
- SEE NOTE 18
- SEE NOTE 19
- SEE NOTE 20
- SEE NOTE 21
- SEE NOTE 22
- SEE NOTE 23
- SEE NOTE 24
- SEE NOTE 25
- SEE NOTE 26
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- SEE NOTE 94
- SEE NOTE 95
- SEE NOTE 96
- SEE NOTE 97
- SEE NOTE 98
- SEE NOTE 99
- SEE NOTE 100

LEGEND

TRAFFIC CONE

TRAFFIC CONE (OPTIONAL TAPER)

TEMPORARY TRAFFIC CONTROL SIGN

FLASHING ARROW SIGN (FAS)

SUPPORT OR TRAILER

PORTABLE FLASHING BEACON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
FREWAYS AND EXPRESSWAYS**

SCALE

T10 DATED JANUARY 20, 2015 SUPERSEDES STANDARD PLAN T10
REPLACES STANDARD PLAN T10 DATED 2015.

REVISED STANDARD PLAN RSP T10

NOTES:

See Standard Plan T9 for taper details.

Use cone spacing X for taper segment, Y for taper segment or Z for conflict situations, as appropriate, per the diagram. The cone spacing is shown on this sheet.

All temporary warning signs shall have a legend on a fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL

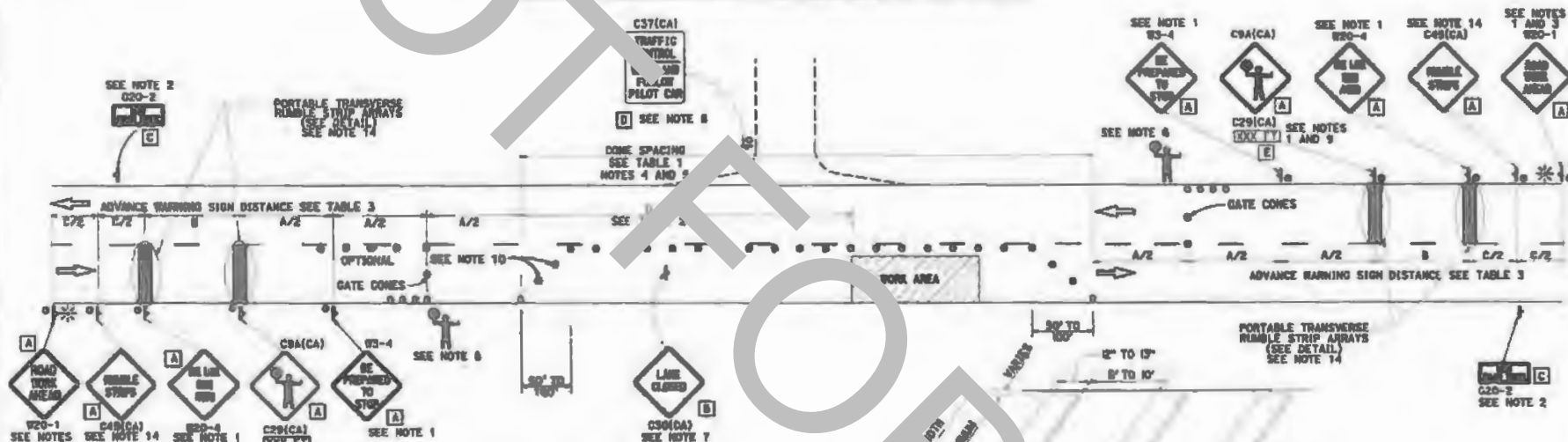
State: COUNTY: ROUTE: CTS:

REGISTERED CIVIL ENGINEER

October 30, 2015

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF THIS PLAN SHEET.



NOTES:

- Each advance warning sign in each direction of travel shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A W20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane control unless the end of work area is obvious, or ends within a larger project's limits.
- If the W20-1 sign would follow within 2000' of a stationary W20-1 or W20-1 "ROAD WORK AHEAD" sign, use a W20-4 sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Additional advance flaggers may be required. Flaggers should stand in a conspicuous place, be visible to approaching traffic as well as approaching vehicles after the first vehicle has stopped. During the hours of darkness, the flagging station and flagger shall be illuminated and clearly visible to approaching traffic. The illumination footprint of the lighting on the ground shall be at least 20' in diameter. Place a minimum of four cones at 50' intervals in advance of flagger station as shown.

- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work areas. They are optional if the work area is visible from the flagger station.
- When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-BAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within traffic control area. Signs shall be clean and visible at all times, where traffic can not be effectively self-regulated, at least one flagger shall be used at each intersection within traffic control area.
- An optional C29(CA) sign may be placed below the C30(CA) sign.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type 1, 2, or 3E.
- The color of the portable transverse rumble strips shall be black or orange. Use 2 arrays, each array shall consist of 3 rumble strips.
- Portable transverse rumble strips shall not be placed on sharp horizontal or vertical curves nor shall they be placed through pedestrian crossings.
- If the portable transverse rumble strips become out of alignment (skipped) by more than 6 inches, measured from one end to the other, they shall be readjusted to bring the placement back to the original location.
- Portable transverse rumble strips are not required if any one of the following conditions is satisfied:
 - Work duration occupies a location for four hours or less
 - Posted speed limit is below 45 MPH
 - Work is of emergency nature
 - Work zone is in snow or icy weather conditions

PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

SIGN PANEL SIZES

| | |
|---|-----------|
| A | 48" x 48" |
| B | 36" x 36" |
| C | 36" x 48" |
| D | 36" x 42" |
| E | 20" x 7" |

LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE FLASHING BEACON
- FLAGGER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS

NO SCALE

T13

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

38

August 19, 2014

**FROM: GERRY NEWCOMBE, Director
Department of Public Works - Transportation**

**SUBJECT: MITIGATED NEGATIVE DECLARATION AND ENVIRONMENTAL
ASSESSMENT FOR THE IMPROVEMENT PROJECT ON 16 MILES OF
NEEDLES HIGHWAY, FROM "N" STREET TO THE CALIFORNIA/NEVADA
STATE LINE, NEEDLES AREA**

RECOMMENDATION(S)

1. Adopt the Mitigated Negative Declaration and Notice of Determination for the improvement project on 16 miles of Needles Highway, from "N" Street to the California/Nevada state line, in the Needles area.
2. Direct the Clerk of the Board to file and post the Notice of Determination as required under the California Environmental Quality Act.
3. Adopt the mitigation monitoring reporting program found in the Appendix C of the "Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment".

(Presenter: Gerry Newcombe, Director, 387-7906)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) as this project is financed by Federal Public Loan Highway (PLH) funds. The actions to adopt the Mitigated Negative Declaration and file and post the Notice of Determination have minimal financial impact. Adequate appropriation and revenue have been included in the Department of Public Works 2014-15 Road Operations budget (SAA TRA).

BACKGROUND INFORMATION

By adopting the Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA), the Board of Supervisors (Board) will be finding that the improvement project on 16 miles of Needles Highway, from "N" Street northerly to the California/Nevada state line, will not have a significant effect on the environment after implementation of the mitigation measures identified in the MND and the Mitigation Monitoring and Reporting Plan. Satisfaction of the CEQA

**MITIGATED NEGATIVE DECLARATION AND ENVIRONMENTAL
ASSESSMENT FOR THE IMPROVEMENT PROJECT ON NEEDLES
HIGHWAY, FROM "N" STREET TO THE CALIFORNIA/NEVADA STATE
LINE, NEEDLES AREA
AUGUST 19, 2014
PAGE 2 OF 3**

38

requirements will allow the County of San Bernardino Department of Public Works (Department) to apply for the environmental permits needed to construct the Project.

Over the years, Needles Highway has become a major North/South route for travel going to and from Interstate 40 between the City of Needles (City) and the town of Laughlin, Nevada. Needles Highway needs various improvements to address current traffic flow and the projected increase in traffic volumes during peak travel times. In addition, improvements are recommended to facilitate floodwater flows and improve line-of-sight on the roadway. Proposed improvements include horizontal and vertical realignments, roadway widening, pavement rehabilitation, drainage culvert construction, the addition of passing lanes and left turn pockets, and other work appurtenant thereto.

The proposed Project will increase public safety by improving line of sight, drainage conveyance and other road appurtenances.

The proposed Project will ensure development of a well-planned, balanced and sustainable County by improving traffic circulation, reducing routine maintenance costs, and facilitating meeting the transportation goals for the community.

The "Initial Study with Proposed Mitigated Negative Declaration/Environmental Assessment" (IS/EA) is a joint document which satisfies both state and federal environmental laws. More specifically, the IS and MND were prepared under the state CEQA requirements and the EA was prepared in accordance with the federal National Environmental Policy Act (NEPA) requirements. CEQA requires that the appropriate environmental review be completed prior to initiation of a project. The County is the lead agency on the Project for purposes of CEQA review. As a result, the Board is the appropriate authority to act on the adoption of the state environmental document.

Since this Project receives federal funding, the United States Department of Transportation Federal Highway Administration (FHWA) is the federal lead agency for purposes of NEPA review. The FHWA has adopted and issued a Finding of No Significant Impact (FONSI). Therefore, the NEPA compliance on the Project is complete.

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, the IS/EA, was prepared by a County consultant under the supervision of the Department. The IS/EA 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. In particular, the IS/EA includes the following CEQA mitigation measures: 1) compensatory mitigation in the form of on-site habitat restoration and/or enhancement, or off-site mitigation in the form of habitat restoration and/or enhancement in areas where similar habitat exists, as required by the regulatory agencies; and 2) appropriate compensatory mitigation for impacts on desert tortoise habitat as required by the United States Fish and Wildlife Service and the California Department of Fish and Wildlife.

**MITIGATED NEGATIVE DECLARATION AND ENVIRONMENTAL
ASSESSMENT FOR THE IMPROVEMENT PROJECT ON NEEDLES
HIGHWAY, FROM "N" STREET TO THE CALIFORNIA/NEVADA STATE
LINE, NEEDLES AREA
AUGUST 19, 2014
PAGE 3 OF 3**

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The proposed MND was circulated through the State Clearinghouse on June 2, 2014, to the responsible and trustee agencies, interested organizations and individuals for the 30-day comment period as specified in the CEQA Guidelines. In addition, a Notice of Availability and a Notice of Intent to Adopt the Mitigated Negative Declaration was advertised on June 4, 2014, in the San Bernardino Sun, Mohave Daily News.com, and Las Vegas Review-Journal.

Comments were received, addressed individually, and are included in Section 3.2 and Table 3-1 of the IS/EA.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-5455) on July 25, 2014; Finance (Deborah Garth, Administrative Analyst, 387-5426) on July 30, 2014; and County Finance and Administration (Gary McBride, County Chief Financial Officer, 387-5423) on August 5, 2014.

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| PRIOR TO CONSTRUCTION | | | | | |
|--|---|-------------------|---|-------------------------------------|---|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| Minimum 15 days Prior to construction | <p>Compensatory mitigation will be implemented in the form of on-site habitat restoration, and/or enhancement, or off-site mitigation in the form of habitat restoration and/or enhancement as required by the Regulatory Agencies.</p> <p>➤ Mitigation Restoration Plan. No later than 15 days prior to the commencement of the project, Permittee shall submit a Mitigation Restoration Plan (Plan) to CDFW for review and approval. Permittee shall resolve all CDFW comments prior to The Plan shall include, at a minimum, a plant palette of species to be used in revegetation, plant source material, planting and watering plan, invasive species removal plan, success criteria, monitoring & reporting, and corrective actions to be taken when mitigation measures do not meet the proposed success criteria. The revegetation plan shall ensure no net loss of habitat or fish and wildlife resource values.</p> <ul style="list-style-type: none"> Restoration Success Criteria. In the Plan to be submitted for approval, the success criteria for the habitats specified above being impacted shall be compared against an appropriate reference site with as good or better quality habitat. The success criteria shall include species diversity, abundance, survival rate for plantings, adaptive management requirements and any other measures of success deemed appropriate by CDFW. Success criteria shall be compared to the success criteria of the reference site ensuring one species does not disproportionately dominate a site but conditions mimic the reference site. Adaptive | TD/EMD | Initial Study and Environmental Assessment (BIO-2) 1602 (3.2 through 3.5) | To be implemented post construction | <p>Complete</p> <p>Prepared by Jericho Systems. 04.25.17 – Restoration Plan approved by CDFW. Restoration Plan requirement later deleted by CDFW as Phase 1A construction in actually didn't impact those areas.</p> |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| PRIOR TO CONSTRUCTION | | | | | |
|-----------------------|---|-------------------|-----------------|----------|--------------------------------------|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>management actions to ensure successful establishment of native vegetation and desired density of cover of plants will include weed control, irrigation modification , herbivory protection, and additional plantings.</p> <ul style="list-style-type: none"> Irrigation. Supplemental watering may be used as necessary to establish and maintain plant growth. Under normal circumstances, the mitigation must be off supplemental water for a minimum of three years before the mitigation can be deemed successful. If local rainfall levels fall significantly under normal for the allowable year of watering, CDFW may approve an extended supplemental watering time period. Invasive Plant Control. Permittee shall perform subsequent invasive species removal, annually for five years. Monitoring. Permittee shall perform post project monitoring for a period of five years. Monitoring shall include a sampling design with adequate details so that it can be replicated by different people. Post-Project Conditions. Upon completion of the project, Permittee shall return the streambed, bank and channel to better than pre-project conditions, including removing or minimizing access routes, tire tracks and soil compaction. Permittee shall incorporate these requirements into the Plan for CDFW approval | | | | |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| PRIOR TO CONSTRUCTION | | | | | |
|--|---|-------------------|--|---|---|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| Prior to Construction | Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impact to nesting birds, trees and shrubs designated for removal should be removed prior to February 15 to after September 1st, if no nest of any birds are present. Trees/shrubs may be removed after February 1st but before March 15th provided the Permittee has a qualified biologist survey the proposed work area to verify the presence or absence of nesting birds. The detailed survey shall be submitted to the CDFW. | Contractor/EMD | 1602 (2.6) | Biological Survey to be performed prior to construction | 10-1.02 |
| Prior to construction | Appropriate compensatory mitigation will be made for impacts on desert tortoise habitat, as required by USFWS and CDFW permits | EMD | Initial Study MND/ Environmental Assessment (BIO-31) | Restoration to be completed post construction. | Complete Plan prepared by Jericho Systems. 04.25.17 – Restoration Plan approved by CDFW and deemed to satisfy this requirement. |
| Prior to construction/ During Construction | The County will comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities and any subsequent permit as they relate to construction activities for the project. This will include: - Submission of the Permit Registration Documents, including a NOI, site map, SWPPP, annual fee, and signed certification statement to the SWH <u>at least 14 days prior to the start of construction.</u> -The SWPPP will meet the requirements of the CGP and will identify potential pollutant sources associated with construction activities; | Contractor | Initial Study MND/ Environmental Assessment (WQ-2) | | 10-1.06 |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| PRIOR TO CONSTRUCTION | | | | | |
|-----------------------|---|-------------------|---|-----------|--|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>identify non-storm water discharges; and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.</p> <ul style="list-style-type: none"> - The BMPs identified in the SWPPP will be implemented during project construction. A Notice of Termination (NOT) will be submitted to the SWRCB upon completion of construction and stabilization of the site. - The County will implement erosion control, sediment control, storm water management, run-on and runoff controls, and good site management housekeeping practices | | | | 10-1.02 |
| Prior to construction | A comprehensive Transportation Management Plan (TMP) will be required to minimize the traffic impact due to construction activities. Some of the elements that will be included are public awareness campaign (PAC), Construction Zone Enhancement Enforcement Program (COZEPP), portable changeable message signs, and radar speed message sign. | Contractor | Initial Study MND/ Environmental Assessment (TRA 1) | | 10-1.10, 10-1.11, 10-1.12 |
| Prior to construction | Staging areas will be located in areas that have previously been disturbed or developed. | Contractor | Initial Study MND/ Environmental Assessment (VIA-5) | | 10-1.15, 10-1.02 |
| Prior to construction | This project will be designed and constructed in compliance with regulations and design standards to prevent encroachment on floodplains, and to limit flooding risks or damages. | Trans Design | Initial Study MND/ Environmental Assessment (FP-1) | Completed | Completed San Bernardino County Public Works Plans for Construction on Needles Highway |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| PRIOR TO CONSTRUCTION | | | | | |
|-----------------------|--|-----------------------|---|-----------|---|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | | | | | <i>Work Order No. HF0010</i> |
| Prior to construction | Determine if groundwater will be impacted during construction. A Site Assessment (SI) for potentially contaminated groundwater as well as for the former dump site shall be conducted if they will be impacted by right-of-way requirements for the project. Remedial actions will be required according to requirements of the RWQCB, Colorado River Basin Region, consistent with NPDES. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-3) | | 10-1.16 |
| Prior to construction | Conduct testing for pesticides of soil samples for properties within the project's limits. Soil samplings should be done in accordance with DTSC. Based on the testing results, the appropriate way to handle and dispose of the soil will be determined. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-4) | | 10-1.02 |
| Prior to construction | Design and implement plans to avoid and minimize impacts to waters, streambeds, and riparian habitat to the least possible extent, as required by Regulatory Permits. | Trans Design/EMD | Initial Study MND/ Environmental Assessment (BIO-3) | Completed | San Bernardino County Public Works Plans for <i>Construction on Needles Highway</i> Work Order No. HF0010 |
| Prior to construction | Obtain required permits that include CWA Section 404 permit from the USACE, a Section 401 Water Quality Certification from the RWQCB, and Fish and Game Code Section 1602 Streambed Alteration Agreement from the CDFW. | EMD | Initial Study MND/ Environmental Assessment (BIO-4) | Completed | Complete For Phase 1B: 401-not required by CRWQCB 1602-Issued by CDFW 404- Non-notifying PCN |

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Segment 1B

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| PRIOR TO CONSTRUCTION | | | | | |
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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| Prior to construction | Design standards and modifications of existing drainage facilities that allow for desert tortoise ingress/egress shall be incorporated into the project design. | Trans Design/EMD | Initial Study MND/ Environmental Assessment (BIO-28) | Completed | San Bernardino County Public Works Plans for <i>Construction on Needles Highway Work Order No. HF0010</i> |
| Prior to construction | The FHWA and the County shall coordinate with the FMIR to ensure that the operation of Tribe-owned borrow site and attendant activities outside tribal boundaries in Segment 2, north of Needles Highway, comply with desert tortoise mitigation measures in accordance with the FESA. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (BIO-29) | | 10-1.02 |
| Prior to construction/ ground disturbance | Utility search will be completed and locations marked to prevent impacts and potential hazardous material leaks | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-5) | | 5-1.36C(1) |
| Prior to construction/ ground disturbance | Establish Archaeological Monitoring Area (AMA): AMAs are areas within the construction limits where access is allowed, but work is subject to archaeological monitoring. An AMA will be established within the construction limits along non-tribal portions of Segments 1, 2 and 3 of the project alignment. A qualified archaeological monitor must be on site to monitor all job site activities within the AMA. No work will be allowed within the AMA unless an archaeological monitor is present. If archaeological resources are discovered within the AMA all work within a 60-foot radius must stop so that the discovery area may be protected and the Engineer and principal investigator must be notified. The principal investigator | EMD | Initial Study MND/ Environmental Assessment (CUL-2) | N/A | 10-1.02 - Archaeological |

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| PRIOR TO CONSTRUCTION | | | | | |
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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | will assess the nature and significance of the find. Work within the discovery area may not resume until authorized by the principal investigator and Engineer. | | | | |
| Prior to construction/ ground disturbance | Test the project's proposed right-of-way limits for presence of ADL. Depending on the amount present, appropriate handling and disposal of this hazardous material, will be required. Should the soil exceed lead concentrations specified in Section 25157.8 of the California Health and Safety Code, appropriate measures must be taken to insure proper disposal at a permitted off-site disposal facility. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-1) | | Completed 4/14/15 by RMA Group |
| Prior to construction/ ground disturbance | Yellow traffic striping and pavement-marking materials must be tested prior to removal. If the materials contain hazardous materials, appropriate handling and disposal will be required. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-2) | | 10-1.02 |
| Prior to construction/ within 30 days prior to ground disturbance | A pre-construction burrowing owl survey is required to determine the presence/absence of the burrowing owl. The pre-construction survey will be conducted according to the survey protocol provided in the CDFW Staff Report on Burrowing Owl Mitigation dated March 7, 2012 (Staff Report) or current accepted protocol. The survey will be conducted within 30 days prior to any ground-disturbing activities. If the burrowing owl is found to be present during the pre-construction survey, the following avoidance measures will be implemented, as necessary and as feasible, per the guidelines of the Staff Report. | EMD | Initial Study MND/ Environmental Assessment (BIO-5) (BIO-6) 1602 (2.7) | | 10-1.02 - Burrowing Owl |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>-Avoid disturbing occupied burrows during the breeding/nesting period, from February 1 through August 31. Construction Activities within or near migratory birds nesting areas will also be avoid during this period</p> <p>-Avoid impacts to burrows occupied during the non-breeding season by resident burrowing owls</p> <p>-Avoid direct destruction of burrows through chaining (dragging a heavy chain over an area to remove shrubs) or disking</p> <p>-Develop and implement a worker awareness program to increase the on-site worker's recognition of and commitment to burrowing owl protection</p> <p>-Place visible markers near burrows to ensure that equipment and other machinery does not collapse burrows</p> <p>-Do not fumigate, use treated bait, or other means of poisoning nuisance animals in areas where burrowing owls are known or suspected to occur</p> <p><u>2.7. Burrowing Owl Clearance Surveys.</u> Permittee shall have a clearance survey for burrowing owls (<i>Chordeiles cunicularia</i>) performed by a CDFW pre-approved biologist within 90 days of construction activities. Permittee shall have a follow up sweep of the project footprint performed within 72 hours of commencement of project activities. If any burrowing owls are detected Permittee shall not commence activities and shall contact CDFW for further avoidance or mitigation measures.</p> | | | | |
| Prior to construction/ before | To avoid potential effects to fully protected raptors and other nesting birds protected by the MBTA and CDFG Code the following measures must be followed: | EMD/ Contractor | Initial Study MND/ Environmental Assessment | | 10-1.02 – Nesting Birds |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

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| PRIOR TO CONSTRUCTION | | | | | |
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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| ground disturbance | <p>- Vegetation-clearing and the majority of preliminary ground-disturbance work should be completed outside of bird breeding season (typically set as February 1 through August 31).</p> <p>- If work must be conducted in these areas during this period, then pre-construction surveys shall be conducted by a qualified biologist within the project boundaries and within 100 feet from the BSA boundary, to the extent access is granted by adjacent property owners, to identify nesting birds within or adjacent to the proposed project. Preconstruction surveys for this species shall be conducted a minimum of three times on separate days after initiation of the nesting season. These surveys will be conducted within the week prior to initiation of brushing, grading, or other construction activities if these activities are initiated during the breeding season. One survey will be conducted the day immediately prior to work initiation. If active nests are observed within or adjacent to the project boundary, then a buffer is required until either the young have fledged or the nest becomes inactive. The size of the buffer shall be determined by the qualified biologist. In addition, a nest monitoring program shall be prepared and implemented to document the success of nesting activities within the established buffer should they occur.</p> | | (BIO-7) (BIO-8), (BIO-9) | | |
| Prior to construction/ before ground disturbance | A pre-construction survey will be conducted to determine the presence/ absence of desert kit fox burrows. If burrows are found a passive relocation plan will be developed and implemented in coordination with CDFW. | EMD | Initial Study MND/ Environmental Assessment (BIO-8) (BIO-9) | | 10-1.02 |

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Segment 1B

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| Prior to construction/ before ground disturbance | <p><u>Nesting Birds</u>. Permittee shall not remove or otherwise disturb vegetation or conduct any other project activities on the project sites from February 1st to September 15th, to avoid impacts to breeding/nesting birds. If the nesting season cannot be avoided and construction or vegetation removal occurs between February 1st to September 15 (January 1st to July 31st for Raptors), the Permittee shall do one of the following to avoid and minimize impacts to nesting birds;</p> <p>1) The Designated Biologist shall survey for breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting birds. Project activities must be initiated within 72 hours of the conclusion of surveys. The Designated Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. An email report with a letter report to follow may be used. The email/letter report should state how impacts of any nesting birds will be avoided by citing the appropriate information from these documents. The Designated Biologist shall implement a default 300 foot minimum avoidance buffers for all passerine birds and 500 foot minimum avoidance buffer for all raptors species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area\ shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer dependent on the parents, the young have left the area, and the young will no longer be impacted by the project.</p> | EMD/ Contractor | 1602 (2.2) | | 10-1.02 – Desert Kit Fox and Nesting Birds |

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Segment 1B

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>2) Develop a project specific Nesting Bird Management Plan (Plan). The site- specific Plan shall be submitted to CDFW for review and comment prior to the execution of this Agreement. Permittee shall resolve all CDFW comments prior to commencement of project activities. The Plan should include appropriate pre-construction survey methods and establish the necessary</p> <p>Buffer area shall increase to 400 feet for passerine s and 600 feet for raptors if any endangered, threatened , or CDFW species of special concern are identified during protocol or pre-construction presence/absence surveys.</p> <p>Buffer to avoid take or nest as defined in the Fish and Game Code section 3503 and 3503.5. Detailed survey results, including field data sheets, shall be submitted to CDFW for review within one week following completion of each survey. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. The Plan shall include buffer(s), which will be determined based upon the life history of the individual species, species sensitivity to noise/vibration, and general disturbance, current site conditions (screening vegetation, terrain; etc.), ambient levels of human activity, the various project- related activities necessary to construct the project, and other features. Permittee, or any person acting on behalf of Permittee, is not relieved from complying with Fish and Game Code sections 3503 (bird nests and eggs) and</p> | | | | |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | 3503.5 (birds of prey). This Plan shall be supported by a Nest Log which tracks each nest and its outcome. The Nest Log shall be submitted to CDFW at the end of each week. 3) The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence. | | | | |
| Prior to construction/ before ground disturbance | All construction-related activities shall be confined to the proposed impact boundaries by installing fencing along the boundary to prevent any construction activities from encroaching into adjacent areas. Construction access points shall be limited to the maximum extent feasible in proximity to the suitable habitat for this species. | Contractor | Initial Study MND/ Environmental Assessment (BIO-12) | N/A | 10-1.02 |
| Prior to construction/ before ground disturbance | FHWA/Caltrans will ensure that all construction personnel attend a worker education program presented by the Designated Biologist. The program will include information on special status species within the project area, identification of these species and their habitats, techniques being implemented during construction to avoid impacts to species, consequences of killing or injuring an individual of a listed species, and reporting procedures when encountering listed or sensitive species. Construction crews, foremen, and other personnel potentially working on site will attend this desert tortoise education program and place their name on sign-in sheet. This briefing shall include provisions of the Streambed Alteration Permit. <u>On-site Education:</u> Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology, the habitats and species identified in this | Contractor/ EMD | Initial Study MND/ Environmental Assessment (BIO-14) (BIO-18); BO (2) 1602 (1.6, 2.8, 2.9) | | 10-1.02 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>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 desert tortoise and any special status species that may be present, legal protections for those species, penalties for violations, project-specific protective measures included in this Agreement, personal measures that users can take to promote the conservation of those species and procedures with a point of contact if a desert tortoise is observed on site. 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. Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the work site and be available to the CDFW upon request.</p> <p><u>Desert Tortoise Reporting.</u> All personnel shall be informed of their responsibility to report any 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. Should a dead or injured tortoise be located on-site, project activities shall be halted immediately and the Designated Biologist shall contact the CDFW for further guidance. In the case of a dead tortoise, the carcass shall be left in-situ until the CDFW has responded. The Designated Biologist shall provide initial notification by phone at the time of discovery and a written notification by email within one workday of the</p> | | | | |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | incident. Information to be provided to the CDFW shall include, date and time of the finding or incident, location, a photograph, cause of death/injury and any other pertinent information. | | | | |
| Prior to construction and On-going | The designated Field Contact Representative (FCR) is responsible for overseeing compliance with the protective stipulations and coordination with other involved regulatory agencies. The FCR will be on the project site during all project activities and will have the authority to halt activities that violate measures applicable to the proposed project. The FCR will be a contracted biologist. | FCR | Initial Study MND/ Environmental Assessment (BIO-17); BO (1) | | 10-1.02 |
| Prior to construction | Only biologists authorized by the Service will handle desert tortoises. Caltrans will submit the name(s) of the proposed authorized biologist(s) to the Service for review and approval at least 30 days prior to the onset of activities. Caltrans will be responsible for submitting only those names of individuals that meet the minimum standards for being an authorized biologist. No construction activities will begin until the approval of the authorized biologist(s) has been completed. The authorized biologist(s) will follow the protocols outlined in Chapter 7 of the Desert Tortoise Field Manual for handling and marking desert tortoises. <u>Designated Biologist.</u> Before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of ground-disturbing activities in the stream. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the | MD | Initial Study MND/ Environmental Assessment (BIO-19); BO (3) 1602 (1.9, 1.10) | | 10-1.02 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>project site. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this agreement.</p> <p><u>Designated Biologist Authority.</u> 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 measures to avoid or minimize impacts to fish and wildlife resources. Neither the Designated 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.</p> | | | | |
| Prior to construction/ before ground disturbance | <p>Prior to the start of construction, FHWA/Caltrans will require the contractor to install fencing to exclude desert tortoises from all work areas and right-of-way under the direction of an authorized biologist. FHWA/Caltrans will construct the fence according to the protocols provided in chapter 8 of the Desert Tortoise Field Manual (Service 2009). FHWA/Caltrans is committed to developing a Translocation Plan that will provide specific guidance in dealing with desert tortoises found within project area. Guidance opportunities in this translocation plan may include moving individual tortoises the shortest distance possible to an area outside the fence where it will be safe; temporarily penning tortoises within the area surrounding its burrow; or relocating any tortoises found inside the permanent desert tortoise fence onto adjacent Bureau land. The authorized biologist will use his or her judgment regarding the best measures to</p> | Contractor/ EMD – despite wording in BO, Contractor/EMD bio monitors are responsible | Initial Study MND/ Environmental Assessment (BIO-20); BO(4), BO (7) | | 10-1.24 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>use to ensure the desert tortoise does not immediately return to the area inside of the fence. The authorized biologist may contact the Service or CDFW to discuss specific situations if the need arises. FHWA/Caltrans will maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence will be inspected weekly, but FHWA/Caltrans may adopt a different schedule, based on experience and with concurrence.</p> <p>FHWA/Caltrans will inspect and, if necessary, repair the fence immediately after any rainstorm that occurs during the construction period.</p> | | | | |
| Prior to construction (after tortoise fence construction) | After the fencing is installed and before the onset of ground-disturbing activities, the authorized biologist will survey the area and remove all desert tortoises following Service established survey protocols. Desert tortoises that are found inside the fenced area will be placed on the other side of the desert tortoise exclusion fence onto suitable lands identified in the translocation plan that will be developed for this. The authorized biologist will use his or her best judgment to determine the optimal location for placement of desert tortoises. The authorized biologist will follow the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009) for marking and translocating desert tortoises. | EMD/Approved Biologist | Initial Study MND/ Environmental Assessment (BIO-21); BO(6) | | 10-1.02 |

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| DURING CONSTRUCTION | | | | | |
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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction - grading | <ul style="list-style-type: none"> Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, 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. 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. Project Site Entrv. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. Personnel Compliance on Site. If the Permittee or any employees, agents, contractors, and subcontractors violate any of the terms or conditions of this Agreement, all work shall terminate immediately and shall not proceed until CDFW has taken all of its legal action. | Contractors/Contractor | 1602 (1.1, 1.2, 1.4, 1.5, 1.6) | | 10-1.02 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction/grading | <u>Vehicle Inspections.</u> All personnel operating vehicles shall inspect underneath their parked vehicle prior to moving it. If a desert tortoise is found beneath the vehicle, operators shall wait for the tortoise to move unaided. | Contractor | 1602 (2.10) | | 10-1.02 - Tortoise |
| During construction/grading | <u>Domestic Animals.</u> The Permittee shall not permit pets on or adjacent to the construction site. | Contractor | 1602 (2.11) | | 10-1.02- Housekeeping |
| During construction/grading | <u>Leave Wildlife Unharmd.</u> If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately. | Contractor/EMD | 1602 (2.1) | | 10-1.02 |
| During construction/grading | <u>Weapons.</u> The Permittee shall ensure that no guns or other weapons are on-site during construction, with the exception of the security personnel and only for security type functions. No hunting shall be authorized/permitted during project-related activities. | Contractor | 1602 (2.12) | | 10-1.02- Housekeeping |
| During construction/grading | Notification to the California Natural Diversity Database. If any special status species are observed in project surveys, Permittee or designated representative shall submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to CDFW's Regional Office three (3) copies of the CNDDB forms and survey maps. | EMD | 1602 (2.13) | | |
| During construction/grading | <u>Work Periods - Limited to Dry Weather Only.</u> The work period within and surrounding the Milpitas Wash shall be restricted to periods of low rainfall (less than inch per 24 hour period) and | Contractor | 1602 (2.16) | | 10-1.06 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | periods of dry weather (with less than a 40 percent chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW. | | | | |
| During construction/grading | <u>Hours of Operation and Lighting.</u> 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. | Contractor | 1602 (2.17) | | 10-1.02 |
| During construction/grading | <u>Dust Control.</u> No stream water may be used in construction, such as in dust control. All construction water shall be from developed sources. Any dust produced from demolition of existing structures shall be vacuumed on a daily basis from the creek channel, where it may pass into waters of the state from rain or wind. | Contractor | 1602 (2.18) | | 10-1.07 |
| During construction/grading | <u>Mud, Silt and Other Pollutants.</u> Permittee shall prevent water containing mud, silt or other pollutants from dredging, grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows. | Contractor | 1602 (2.19) | | 10-1.02 |
| During construction/grading | <u>Erosion Control Measures.</u> Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed earth tends to enter a river, stream, or lake. Erosion Control Plan shall be submitted to the CDFW for review and approval at least thirty (30) days prior to commencement of any | Contractor | 1602 (2.20) | | 10-1.06 |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| DURING CONSTRUCTION | | | | | |
|-----------------------------|---|-------------------|-----------------|----------|--------------------------------------|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | work. The Erosion Control Plan shall demonstrate that no plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall not use plastic. Furthermore, any type of erosion control shall be weed-free. No work can commence without CDFW approval of the Erosion Control Plan. | | | | |
| During construction/grading | <u>Erosion Control.</u> Any erosion control shall exclude the use of plastic or "hard" netting. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting. | Contractor | 1602 (2.21) | | 10-1.06 |
| During construction/grading | <u>Sediment Control.</u> Sediment from project-related activities shall not be placed in upland areas where it might likely be washed into the stream, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees. | Contractor | 1602 (2.22) | | 10-1.02 – Housekeeping |
| During construction/grading | <u>Staging and Vehicle Storage.</u> Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected due to its non-vegetated status. Staging in all other areas is prohibited by this Agreement unless otherwise approved PRIOR to staging activities by CDFW. | Contractor | 1602 (2.23) | | 10-1.02 |
| During construction/grading | <u>Equipment Maintenance and Fueling.</u> No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas. | Contractor | 1602 (2.24) | | 10-1.02 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction/grading | <u>Wash Water.</u> Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows. | Contractor | 1602 (2.25) | | 10-1.02 |
| During construction/grading | <u>Vehicle Maintenance.</u> Any equipment or vehicles driven and/or operated adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. | Contractor | 1602 (2.26) | | 10-1.02 |
| During construction/grading | <u>Pollution Prevention.</u> Stationary equipment such as motor pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project-related activities. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow. | Contractor | 1602 (2.27) | | 10-1.02 |
| During construction/grading | <u>Pollutants and Debris.</u> No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil, or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic materials generated from any logging, construction, or other associated project-related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by | Contractor | 1602 (2.28) | | 10-1.02 Housekeeping |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | rainfall or runoff into, waters of the State. Any of these materials, placed within or where they may enter a stream, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When project-related activities 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 or lake. | | | | |
| During construction/grading | <u>Hazardous Substances.</u> 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 aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream or lake by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately. | Contractor | 1602 (2.29) | | 10-1.02 Housekeeping |
| During construction/grading | <u>Pollution Compliance.</u> The 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 the Permittee to insure compliance. | Contractor | 1602 (2.30) | | 10-1.02 Housekeeping |
| During construction/grading | <u>Clean Up Equipment.</u> Clean up equipment such as extra boom, absorber, etc., shall be on site. | Contractor | 1602 (2.31) | | 10-1.02 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction/grading | <u>Debris.</u> Except as otherwise permitted in this Agreement, the removal of soil, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash. The Permittee shall remove washed out culverts, and other construction materials, that the Permittee places within, or where they may enter, the stream. | Contractor | 1602 (2.32) | | |
| During construction/grading | <u>Pick Up Debris.</u> Permittee shall pick up all debris and waste daily. | Contractor | 1602 (2.33) | | 10-1.02 Housekeeping |
| During construction/grading | <u>Pollution Clean-up.</u> The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures. | Contractor | 1602 (2.34) | | 10-1.02 Housekeeping |
| During construction/grading | <u>Trash Receptacles.</u> The Permittee shall install and use fully covered trash receptacles with secure lids (litter proof) that contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash generated by work site personnel. | Contractor | 1602 (2.35) | | 10-1.02 Housekeeping |
| During construction/grading | <u>Vegetation Removal.</u> Disturbance and removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for vegetation marked for removal on plans submitted to and approved by CDFW, no native vegetation shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites. | Contractor | 1602 (2.37) | | 10-1.15 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction/grading | Trees with Active Nests. Permittee shall not disturb trees that contain active bird nests without prior consultation and approval of a CDFW representative. | Contractor/EMD | 1602 (2.3) | | 10-1.02 - Birds |
| During construction/grading | Migratory Birds. Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 {50 C.F.R. Section 10.13}. Sections 3503, 3503.5 and 3513 of the California Fish and Game Code that prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA). Take of Bird Nests. Permittee shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513. | Contractor/EMD | 1602 (2.4, 2.5) | | 10-1.02 - Birds |
| During construction/grading | Vegetation removal will be minimized to the least extent possible. Vegetation loss will be replaced using on-site restoration. If needed, additional restoration will occur off-site in areas where similar desert habitat exists. | Contractor/EMD | Initial Study MND/Environmental Assessment (VIA-6) | | 10-1.02 |
| During construction – grading | Areas where the current roadway would be removed and realigned, the topography will be graded to match the existing surrounding contours to appear more natural. | Contractor | Initial Study MND/Environmental Assessment (VIA-1) | Considered in design | 10-1.17 |

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| DURING CONSTRUCTION | | | | | |
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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| During construction – grading | Where cuts are required, the slopes will be graded to look like naturally occurring contours. | Contractor | Initial Study MND/ Environmental Assessment (VIA-2) | | 10-1.17 |
| During construction – grading | Geotechnical engineer should be contacted to provide observations and testing during the clearing and grubbing of the site; demolition of any existing structures, buried utilities, or other existing improvements; excavation and over excavation of compressible soils; all phases of rough grading including over excavation, pre-compaction, benching, filling operations, and cut slope excavation; and when unusual conditions are encountered during grading. | Contractor | Initial Study MND/ Environmental Assessment (GEO-3) | Will county provide Geotech Eng? | 10-1.15 |
| During construction – grading | All vegetation, trash, debris, and non-engineered fill shall be excavated and removed down to competent ground prior to placement of compacted fills. Estimated depth of removal shall be based on evaluation by the Geotechnical Engineer. | Contractor | Initial Study MND/ Environmental Assessment (GEO-2) | | 10-1.15 |
| During construction – grading | After the completion of rough grading, geotechnical engineer should provide observation and testing during trenching and backfilling operations of buried improvements and utilities backfill; prior to placement of reinforcing steel or concrete within footing trenches; and during fine or precise grading for placement of concrete flatwork. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (GEO-4) | | 10-1.15 |
| On-going during construction | Excavation from quarries and borrow areas would be designed and performed in a manner that optimizes resource removal. Borrow areas would be restricted to 4:1 slopes. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (GEO-5) | | 10-1.17 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| On-going during construction | The use of standard BMPs (screening, good housekeeping, phasing to minimize disturbance) will be implemented to reduce the temporary effects of construction activities. | Contractor | Initial Study MND/ Environmental Assessment (VIA-4) | | 10-1-.02 Housekeeping |
| On-going during construction | Establish ESAs: In accordance of Section 106 PA Stipulation VIII.C., historic properties identified within the non-tribal portions of the project will be protected in place during construction through the establishment of ESAs. An archaeologist meeting the Department of Interior standards as a principal investigator must be contacted and a qualified archaeological monitor will be present to monitor ESAs during project construction. | Contractor/ EMD | Initial Study MND/ Environmental Assessment (CUL-1) | | 10-1.02 – Cultural |
| On-going during construction (should changes impact area alignment happen) | In the event of a change in the project location or an unanticipated discovery on non-tribal lands portions of the project the principal investigator will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR Part 800. In the event of a change in the project location, or an unanticipated discovery on tribal lands portions of the project the MIT's Cultural Resources Director and the BIA's Regional Archaeologist will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR 800. | Contracts/ EMD/Contract | Initial Study MND/ Environmental Assessment (CUL-3) (CUL-4) | | 10-1.02 – Cultural |
| On-going during construction | An on-call archaeological monitor shall be present during construction for inspection of activities involving subsurface trenching. If cultural materials or remains are discovered the monitor and MIT will notify the Ahamakav Cultural Society. | EMD/Contract s/ Contractor | Initial Study MND/ Environmental Assessment (CUL-5) | | 10-1.02 – Cultural |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| On-going during construction | If dewatering is required to construct the proposed project, dewatering activities shall be subject to requirements of the Dewatering Permit from the Colorado River Basin RWQCB. Dewatering activities associated with tribal land is subject to the EPA's NPDES Construction Permit, CAR120000I. | Contractor | Initial Study MND/ Environmental Assessment (WQ-3) | | 10-1.06 |
| On-going during construction | For construction activities on tribal land, the project shall comply with the provisions of the CGP (CGP Number: CAR12000I). The CGP requires compliance with effluent limits and other permit requirements, such as the development of a SWPPP. Construction operators intending to seek coverage under EPA's CGP must submit a NOI certifying that they have met the permit's eligibility conditions and that they will comply with the permit's effluent limits and other requirements. To submit the NOI, the operator should use the "electronic NOI system". | Contractor | Initial Study MND/ Environmental Assessment (WQ-4) | | 10-1.06 |
| On-going during construction | Construction activities shall comply with specific requirements of section 401 as applicable to water quality and beneficial uses. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (WQ-5) | N/A | |
| On-going during construction | The materials and methods used for pavement construction should conform to the latest edition of the Standard Specifications for Public Works Construction (SSPWC) | Contractor | Initial Study MND/ Environmental Assessment (GEO-1) | We are not referencing these standards specifically. | Complying with latest appropriate Construction Standards |
| On-going during construction | A trained paleontologist monitor will be present during ground-disturbing activities in areas identified in the PRIE Report to likely contain paleontological resources. If paleontological resources are | Contracts/EM D Contractor | Initial Study MND/ Environmental | | 10-1.02 – Paleontology |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| (in PRIE Report paleo resource areas) | identified the monitor will be authorized to temporarily halt construction to avoid impacts to the finds. During construction the monitor shall collect and process samples for microscopic examination of residual materials. | | Assessment (PAL-1) (PAL-2) | | |
| On-going during construction (in PRIE Report paleo resource areas) | Should a large deposit of bone be encountered, salvage of all bone in the area will be conducted under the supervision of the monitor in accordance with modern paleontological techniques. All fossils collected will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed as appropriate. | Contracts/ EMD Contractor | Initial Study MND/ Environmental Assessment (PAL 3) (PAL-4) (PAL-5) | | 10-1.02 – Paleontology |
| On-going during construction (in PRIE Report paleo resource areas) | An itemized inventory of all specimens shall be prepared and deposited along with all fossil finds in a museum repository for permanent curation and storage. | EMD | Initial Study MND/ Environmental Assessment (PAL-7) | | |
| On-going during construction | If any hazardous waste is encountered during project construction activities, all work will be stopped in the affected area, and the appropriate agency, and trained personnel will be contacted for handling the waste. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-6) | | 10-1.02 – Housekeeping |
| On-going during construction | If a batch plant is to be located near MIR's rock quarry and borrow sites, appropriate storage and usage procedures of petroleum products associated with the plant will be implemented to prevent spill or contamination. A spill containment and emergency response | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (HAZ-7) | | 10-1.02 - Cultural |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | plan will be prepared to prevent contamination in case of spill during use and storage. | | | | |
| On-going during construction | The contractors shall comply with any government air pollution control rules, regulations, ordinances and statutes regarding exhaust emissions. The contractors shall maintain and operate construction equipment in a manner that minimizes exhaust emissions. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (AQ-1) | | 10-1.02 - Air |
| On-going during construction | <ul style="list-style-type: none"> + The contractors shall follow MDAQMD Rule 403 requirements to control fugitive dust. Such requirements could include the following: + Apply water or other dust palliative to the site and equipment as frequently as necessary to control fugitive dust emissions. Fugitive emissions generally must meet a "no visible dust" criterion either at the point of emission or at the right-of-way line depending on local regulations. + Spread soil binder on unpaved roads used for construction purposes, and all project construction parking areas. + Wash off trucks as they leave the right-of-way as necessary to control fugitive dust emissions + Properly tune and maintain construction equipment and vehicles. Use low-sulfur fuel in all construction equipment as required in CA Code of Regulations Title 17, Section 93111 + Develop a dust control plan documenting sprinkling, | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (AQ-2) | | 10-1.02 - Air |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>temporary paving, speed limits, and expedited revegetation of disturbed slopes as needed to minimize construction impacts to existing communities.</p> <ul style="list-style-type: none"> + Locate equipment and materials storage sites as far away from residential and park uses as practical. Keep construction areas clean and orderly. + Near sensitive air receptors, establish ESAs or their equivalent within which construction activities involving the extended idling of diesel equipment would be prohibited, to the extent feasible. + Use track-out reduction measures such as gravel pads at project access points to minimize dust and mud deposits on roads affected by construction traffic. + Cover all transported loads of soils and wet materials prior to transport, or provide adequate freeboard (space from the top of the material to the top of the truck) to minimize emission of dust (particulate matter) during transportation. + Promptly and regularly remove dust and mud that are deposited on paved, public roads due to construction activity and traffic to decrease PM. + Route and schedule construction traffic to avoid peak travel times as possible, to reduce congestion and related air quality impacts caused by idling vehicles along local roads. | | | | |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | <p>+ Install mulch or plant vegetation as soon as practical after grading to reduce windblown particulate in the area. Be aware that certain methods of mulch placement, such as straw blowing, may themselves cause dust and visible emission issues and may need to use controls such as dampened straw</p> <p>+ </p> | | | | |
| On-going during construction | All equipment will have sound-control devices that are no less effective than those provided on the original equipment. No equipment will have an un-muffled exhaust, and noise levels will not be allowed exceed local ordinance requirements for construction noise. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (NOI-1) | | 10-1.02 - Noise |
| On-going during construction | The contractor will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment (NOI-2) | | 10-1.02 - Noise |
| On-going during construction | To the greatest extent possible, project design shall achieve maximum avoidance of plant communities, specifically the desert dry wash woodland and mesquite bosque, reduce lateral work limits, and locate staging areas in previously disturbed or developed land. | Contracts/ EMD/ Contractor | Initial Study MND/ Environmental Assessment (BIO-1) | | 10-1.15 |
| On-going during construction | Measures should be implemented to minimize and avoid impacts to altering the existing sediment transport into the drainage system. Permanent measures may include down gradient check dams, settling basins, and riprap to control sediment transport. | Contracts/ Contractor | Initial Study MND/ Environmental Assessment | | 10-1.06 |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | Temporary measures shall be implemented during construction to prevent impact to habitats and may include gravel bags, fiber blankets, and silt fences. | | (BIO-10) (MND-13) | | |
| On-going during construction (in Arizona Bell Vireo habitat) | A qualified biological monitor will be on-site during all construction activities within and adjacent to suitable Arizona Bell vireo habitat. | EMD | Initial Study MND/ Environmental Assessment (BIO-13) | | 10-1.02 |
| On-going during construction | FHWA/Caltrans must ensure that only authorized biologists conduct surveys for and relocate desert tortoises and eggs during the implementation of the proposed project. This would include activities such as excavating tortoise burrows to remove individuals and constructing new burrows off-site in areas identified as translocation sites FHWA/Caltrans must ensure that only biologists authorized by the Service under the auspices of this biological opinion conduct clearance surveys for and relocate desert tortoises. Provide USFWS with the credentials of authorized biologists who have been determined to have the appropriate experience to conduct these duties at least 30 days prior to the time they must be in the field. | Contractor/ EMD | BO (Reasonable and Prudent Measures 1) | | 10-1.02 |
| On-going during construction | Only biologists authorized by the service will handle desert tortoise. | Contractor/Approved Biologist. | Initial Study MND/ Environmental Assessment (BIO 19); BO (3) | | 10-1.02 - Tortoise |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| On-going during construction | FHWA/Caltrans will have an authorized biologist available throughout the construction period to monitor relocated desert tortoises and to remove any additional individuals encountered during construction. The authorized biologist will follow the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009) for marking and translocating desert tortoises. | EMD/Approved Biologist | Initial Study MND/ Environmental Assessment (BIO-22); BO (7) | N/A | |
| On-going during construction | FHWA/Caltrans must ensure that the level of desert tortoise incidental take that occurs during implementation of the proposed action is commensurate with the analysis of the biological opinion. | EMD/Approved Biologist | BO (Reasonable and Prudent Measures 2) | N/A | |
| On-going during construction | Tortoises and Construction Equipment. Workers will inspect for desert tortoise under vehicles and construction equipment prior to moving them. If a desert tortoise is present, the vehicle will be moved only if necessary and if the desert tortoise will not be injured. If it is not possible to move a vehicle without injuring a tortoise, the vehicle will not be moved until the tortoise has moved out from under the vehicle or an authorized biologist has carefully moved the tortoise following project's translocation plan. | Contractor/ Approved Biologist | Initial Study MND/ Environmental Assessment (BIO-23) | | 10-1.02 - Tortoise |
| On-going during construction | No firearms, dogs, or pets will be allowed at the project site. Firearms carried by authorized security and law enforcement are exempt. | Contractor | Initial Study MND/ Environmental Assessment (BIO-24); BO (8) | | 10-1.02 - Housekeeping |
| On-going during construction | Trash and discarded food items will be promptly contained within closed, lidded plastic containers. Container contents will be regularly removed from the construction site to reduce the attractions to ravens and other predators of desert tortoises. Open trenches or | Contractor | Initial Study MND/ Environmental Assessment | | 10-1.02 - Housekeeping |

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| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | holes will be inspected a minimum of three times per day immediately prior to backfilling | | (BIO-25); BO (10) | | |
| On-going during construction | Vehicular traffic and parking at work sites and along existing roads will be conducted so as to minimize the potential for running over desert tortoises and to prevent damage to tortoise habitat. Construction vehicles will be driven and parked only within designated areas. Driving speeds will be limited to no more than 20 miles per hour on all dirt roads. | Contractor | Initial Study MND/ Environmental Assessment (BIO-26); BO (10) | | 10-1.02 - Tortoise |
| On-going during construction | Upon locating desert tortoises killed or injured by construction activities, initial notification within 24 hours of their finding must be made to the USFWS. Care must be taken in handling injured animals to ensure effective treatment, and care and in handling dead specimens to preserve biological material in the best possible state. | MND/ Contractor/ Approved Biologist | Initial Study MND/ Environmental Assessment (BIO-27) | | 10-1.02 - Tortoise |
| On-going during construction | During construction, the construction contractor shall inspect and clean construction equipment at the beginning and end of each day, and prior to transporting equipment. Consideration should be given to the use of water conservation methods. | Contractor | Initial Study MND/Environmental Assessment (BIO-32) | | 10-1.02 - Housekeeping |
| On-going during construction | During construction, soil and vegetation disturbance will be minimized to the greatest extent feasible to avoid encroaching of invasive species to recently disturbed areas. | Contractor | Initial Study MND/ Environmental Assessment (BIO-33) | | 10-1.02 - Vegetation |
| On-going during construction | During construction, the construction contractor shall ensure that all active portions of the construction site are watered a minimum of twice daily or more often when needed, to prevent excessive amounts of dust and the spread of invasive wind dispersed seeds. The construction contractor shall ensure that all material stockpiled | Contractor | Initial Study MND/ Environmental Assessment (BIO-34) | | 10-1.02 – Air Quality |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| DURING CONSTRUCTION | | | | | |
|------------------------------|---|--------------------|--|----------|--------------------------------------|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | is sufficiently contained using water or other palliatives to prevent excessive amounts of dust, and the spread of invasive wind dispersed seeds. | | | | |
| On-going during construction | All soil/gravel/rock, and straw/mulch/fiber rolls used for construction and erosion control will be obtained from weed-free sources. | Contractor | Initial Study MND/ Environmental Assessment (BIO-35) | | 10-1.06 |
| On-going during construction | In areas of sensitivity, extra precautions will be taken if invasive species are found in or adjacent to the construction areas. All woody invasive species (i.e. tamarisk) will be removed from the project limits. | Contractor | Initial Study MND/ Environmental Assessment (BIO-37) | | 10-1.15 |
| On-going during construction | FHWA/Caltrans will maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence will be inspected weekly, but FHWA/Caltrans may adopt a different schedule, based on experience and with concurrence of the Service. FHWA/Caltrans will inspect and, if necessary, repair the fence immediately after any rainstorm that occurs during the construction period. | FHWA/Caltrans /EMD | BO (5) | | 10-1.02 |
| End of construction | Apply rock staining to new slopes to not expose un-weathered rock, and galvanized surface stain to all galvanized surfaces to minimize glare. | Contractor | Initial Study MND/ Environmental Assessment (VIA-3) | N/A | |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| POST CONSTRUCTION | | | | | |
|-------------------------------|--|--------------------------------------|---|----------|--------------------------------------|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| At completion of construction | <u>Remove Temporary Flagging, Fencing and Barriers.</u> Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities. | Contractor/EMD | 1602 (2.36) | | 10-1.11 |
| At completion of construction | Consistent with NPDES permit requirements as well as with County and state standards, selected Construction, Design Pollution Prevention, and Post- Construction BMPs will be incorporated into the final design of the Needles Highway project. The County will implement long-term maintenance BMPs. | Contractor/Operations | Initial Study MND/ Environmental Assessment (WQ-1) | | 10-1.06 |
| At completion of construction | <u>Vegetation removal will be minimized to the least extent possible. Vegetation loss will be replaced using on-site restoration. If needed, additional restoration will occur off-site in areas where similar desert habitat exists.</u> | Contractor /EMD | Initial Study MND/ Environmental Assessment (VIA-6) | | 10-1.02 - Vegetation |
| At completion of construction | A report documenting the results of paleontological monitoring, salvage activities and significance of fossil finds shall be prepared. | EMD | Initial Study MND/ Environmental Assessment (PAL-6) | N/A | |
| At completion of construction | FHWA/Caltrans will submit a post-construction report to the Service and CDFW within 30 days of the completion of work. This report will include information on the number of desert tortoises handled, injured, and killed; the results of monitoring of relocated desert | FHWA/Caltrans/EMD/Approved Biologist | Initial Study MND/ Environmental Assessment | N/A | |

NEEDLES HIGHWAY IMPROVEMENT PROJECT MITIGATION COMPLIANCE MATRIX

Segment 1B

(All measures from all sources are listed. Items to include in Specs are highlighted in **GREEN** for Contractor to Complete and **PINK** for County to Complete)

| POST CONSTRUCTION | | | | | |
|--|---|-----------------------------|--|----------|---------------------------------------|
| TIMING | MITIGATION MEASURE | RESPONSIBLE PARTY | SOURCE DOCUMENT | COMMENTS | COMPLETE VERIFICATION/SPEC REFERENCE |
| | tortoises; and any difficulties in implementing the protective measures. | | (BIO-30); (BIO-31) | | |
| At completion of construction | <p>After construction, affected areas adjacent to native vegetation will be revegetated with plant species native to the vicinity and approved by the County Biologist. In compliance with the EO on Invasive Species, EO 13112, and subsequent guidance from the FHWA, the landscaping and erosion control included in the project will not use species listed as invasive.</p> <p><u>Alteration of Streambed.</u> If a stream channel has been altered during the Permittee's project-related activities, the streambeds and flow channel shall be returned, as nearly as possible, to pre-project conditions without creating a possible future bank erosion problem, or a flat wide channel or sluice-like area. The grade of the streambed shall be returned to pre-project grade unless such operation is part of a restoration project; in which case the change in grade must be approved by CDFW prior to impacts.</p> | Contractor/County Biologist | Initial Study MND, Environmental Assessment (BIO-36) 1602 (2.38) | | N/A – not part of 1B resurfacing plan |
| Within 4 weeks after construction complete | <u>Final Construction Report.</u> Permittee shall provide a final construction report to CDFW no later than four weeks after the project is fully completed including color photographs of before and after project-related activities, including the surrounding staging areas. The construction report at minimum shall contain post-project photographs, as-built, and biological survey notes (including construction impacts). | EMD/Contractors | | | |

LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

ENVIRONMENTAL IMPACT AVOIDANCE PROCEDURES

Desert Tortoise Habitat

NOT FOR BID

IMPACT AVOIDANCE PROCEDURES

Desert Tortoise



IMPACT AVOIDANCE PROCEDURES

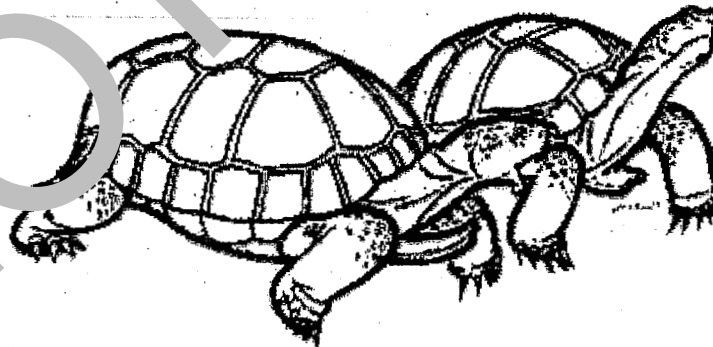
Desert Tortoise Habitat



Creosote Scrub

Desert Tortoise Season

**MATING MAY OCCUR ANYTIME
AFTER EMERGENCE FROM HIBERNATION IN MARCH
UNTIL THE BEGINNING OF HIBERNATION IN OCTOBER.
MOST MATING ACTIVITY IS IN THE SPRING.**



IMPACT AVOIDANCE PROCEDURES

Education

1. All persons employed on this construction project will receive these educational instructions, regarding the desert tortoise, before performing on-site work. Because there are no permits issued, currently, for any person employed or contracted with The County of San Bernardino, when a tortoise crosses into the project site work must stop. There are severe penalties, of the Federal Endangered Species Act and the California Endangered Species Act, if this does not occur. Employees are hereby notified that they are **not** authorized to handle or attempt to move desert tortoises encountered on the project site.

Handling a Tortoise

2. No person is authorized to handle desert tortoise without explicit permission from the California Department of Fish and Game (CDFG) and the U.S. Fish and Wildlife Service (Service). However, subsequent interpretation by the Service, August 1999, allows non-qualified persons to carefully remove a tortoise from an **immediate life threatening** position (i.e., attempting to cross a highway with active traffic which could harm the tortoise or heading for the edge of an auger hole or excavation to a nearby position of some form of safety). In removal situations, protection should be used to avoid direct contact and infecting a tortoise with a pneumonia virus common in humans or becoming infected with something the tortoise may be carrying. The tortoise should be lifted using both hands, and holding the left and right side of the carapace (back side of the tortoise), keeping the tortoise level and reasonably close to the ground or placed in a clear pasteboard box and gently moved out of harm's way and immediately released. It is essential to avoid frightening the tortoise causing loss of body fluids.

Pre-Construction/Construction Activities

3. Workers will inspect beneath each vehicle before moving it. If a desert tortoise is present, the worker will wait for the desert tortoise to move from under the vehicle or contact the Department of Public Works' ecologist for instruction.
4. The area of disturbance shall be confined to the smallest practical area, considering topography, placement of facilities, public health and safety, and other limiting factors.
5. All food related trash items shall be placed in a container that precludes entry by wildlife, such as common ravens and coyotes. Food related trash shall be regularly removed from the construction site and disposed of at an approved refuse disposal site. Workers shall refrain from deliberate feeding of wildlife.
6. All grindings and asphalt-concrete waste shall be hauled away off-site.

IMPACT AVOIDANCE PROCEDURES

7. Vehicles and equipment shall stay on designated roads to avoid crushing vegetation and burrows.
8. No dogs are permitted on or near the project site.

Miscellaneous

9. If the County, its employees, contractors or agents kills or injures an individual of a listed species, or finds any such animal dead, injured, or entrapped, the County will immediately notify the Service and the CDFG. All reasonable efforts will be made to allow any entrapped animals to escape. Any dead or injured animal will be turned over to CDFG and a written report detailing the date, time, location and general circumstances under which it was found will be submitted to CDFG no later than three (3) business days following the incident.
10. The County will allow representatives from the Service and CDFG access to the project site to monitor compliance with the terms and conditions of the Federal Endangered Species Act and the California Endangered Species Act.



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Inland Deserts Region
 3602 Inland Empire Boulevard
 Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



02/3/2021

Nancy Sansonetti, ALCP, Senior Planner
 San Bernardino County Public Works Department
 825 E. Third St., Rm. 123
 San Bernardino, CA 92415-0835

Amendment of Lake or Streambed Alteration Agreement, Notification No. 1600-2016-0117-R6, Needles Highway Improvement Project Phase 1

Dear Ms. Samsonetti:

The California Department of Fish and Wildlife (CDFW) has received your request to amend Lake or Streambed Alteration Agreement 1600-2016-0117-R6 (Agreement) and the required fee in the amount of \$471.25 for a minor amendment. Your request to amend the Agreement includes removing compensatory measures; 3.1, Habitat Restoration of 2.5 acres, Measure 3.2 Mitigation Restoration Plan submission, Measure 3.3 Irrigation, Measure 3.4 Invasive Plant Control, Measure 3.5 Monitoring, and Measure 4.2 Mitigation Annual Report. The aforementioned Measures were compensatory for improvements to install or improve culverts with headwalls at six (6) locations which did not occur due to construction reductions resulting from funding constraints.

CDFW hereby agrees to amend the agreement as requested. All conditions in the Agreement remain in effect.

Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Alexander Funk, Environmental Scientist at (760) 922-6783 or by email at Alexander.funk@wildlife.ca.gov.

Sincerely,

DocuSigned by:

Chris Hayes

52BC6ECB38384BD...

Chris Hayes, Environmental Program Manager

cc: California Department of Fish and Wildlife
 Alexander Funk, Environmental Scientist
 Inland Deserts Region
Alexander.funk@wildlife.ca.gov
 Chron



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Desert Region
P.O. Box 2160
Blythe, CA 92226
(760) 922-9189
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



February 1, 2017

Harold Zamora
County of San Bernardino, Department of Public Works
825 E. Third Street
San Bernardino, CA 92415-0853

Dear Mr. Zamora:

No Lake or Streambed Alteration Agreement Needed, Notification No. 1600-2016-0245-R6, Needles Highway Improvement Project – Phase 1B

The California Department of Fish and Wildlife (CDFW) has reviewed your Streambed Alteration Notification (Notification). We have determined that your project is subject to the notification requirement in Fish and Game Code section 1602, including payment of the notification fee.

CDFW has also determined that your project will not substantially adversely affect an existing fish or wildlife resource. As a result, you will not need a Lake or Streambed Alteration Agreement for your project. You are responsible for complying with all applicable local, state, and federal laws in completing your work. A copy of this letter and your notification with all attachments should be available at all times at the work site.

Please note that if you change your project so that it differs materially from the project you described in your original notification, you will need to submit a new notification and corresponding fee to CDFW.

Thank you for notifying us of your project. If you have questions regarding this letter, please contact Richard Kim, Environmental Scientist by email at Richard.Kim@wildlife.ca.gov.

Sincerely,

David Vigil, Senior Environmental Scientist

cc: California Department of Fish and Wildlife

Richard Kim, Environmental Scientist
Inland Deserts
Richard.Kim@wildlife.ca.gov



ORIGINAL

Contract Number

19-891

SAP Number

Real Estate Services Department

Department Contract Representative Terry W. Thompson, Director
Real Estate Services Department

Telephone Number (909) 387-5252

Contractor US Department of the Interior –
Bureau of Land Management (BLM)

Contractor Representative Sharon Ahrens, Realty Specialist

Telephone Number (908) 501-1284

Contract Term Effective upon execution through
December 31, 2047

Original Contract Amount N/A

Amendment Amount N/A

Total Contract Amount

Cost Center

Briefly describe the general nature of the contract: This Right-of-Way Grant/Temporary Use Permit CACA 57793 grants the County the authority to operate and maintain existing Needles Highway, where it traverses withdrawn federal lands under the management of the BLM, and further grants the right to use, including table for road maintenance purposes, and the future right to construct, operate, maintain and terminate Needles Highway pursuant to the Needles Highway Roadway and Drainage Improvement Project at no cost.

FOR COUNTY USE ONLY

Approved as to Legal Form

Robert Messinger,
Principal Assistant County Counsel

Date 12-10-19

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Marilee Rendulich, Manager

Date 12/9/19

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Lake Havasu (AZC030)

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Serial Number
CACA 57793

1. A (right-of-way) or (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776-43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 195);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder San Bernardino County - Department of Public Works receives a right to construct, operate, maintain, and terminate a road by the name of "Needles Highway" and a mixing pad on public lands described as follows:

San Bernardino Meridian, CA
T. 9 N. R. 22 E.,
Section 2, Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ S $\frac{1}{4}$;
Section 11, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 13, Lots 3, 4, 5 and 12, NW $\frac{1}{4}$ NW $\frac{1}{4}$ (mixing table)
Section 14, SE $\frac{1}{4}$ NE $\frac{1}{4}$ (mixing table);

T. 10 N. R. 22 E.,
Section 22, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Section 30, Lots 2, 3, and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;

T. 11 N. R. 21 E.,
Section 10, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 11, Lot 1;
Section 14, Lots 5, 6, and 10, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 15, Lot 8, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Section 13, Lots 9 and 10;
Section 15, Lot 4, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 16, lot 1.
Tract 39;
Tract 43.

- b. The right-of-way or permit area granted herein is 600 feet wide, 7.06 miles long and contains 494.071 acres, more or less. A site type facility (mixing table) is included, the facility is 100 feet wide and 1,251,196 feet long.
- c. This instrument shall terminate on December 31, 2047, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may, ☒ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated July 18, 2018, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in the entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way grant or permit.


(Signature of Holder)

(Signature of Authorized Officer)

Curt H. Homan, Chairman, Board of Supervisors
(Title)

Field Manager
(Title)

DEC 17 2019

(Date)

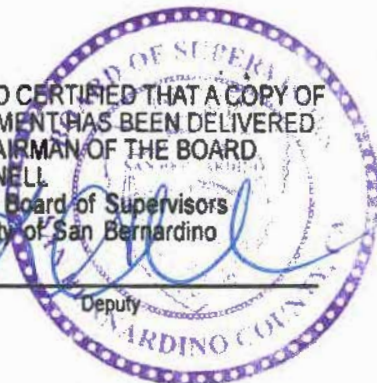
(Effective Date of Grant)

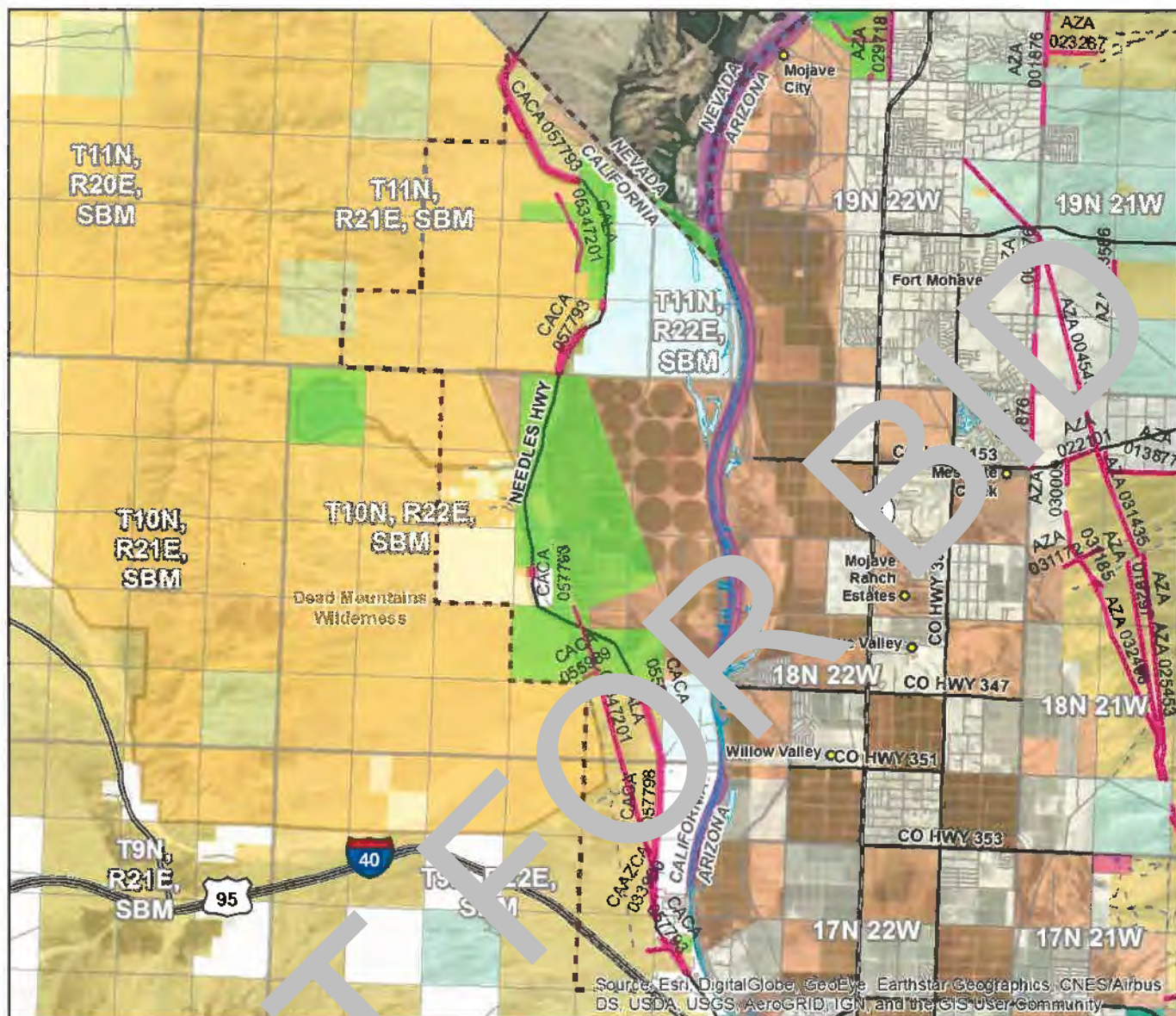
NOT FOR BID

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____

Deputy





Map Location within the Lake Havasu Field Office

CACA 57793 San Bernardino Co. Public Works - Needles Hwy

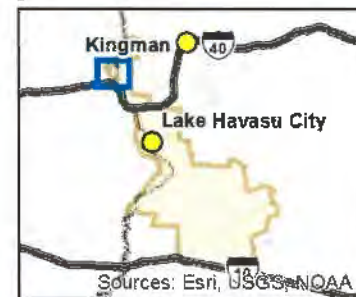
Colorado River District - Lake Havasu Field Office

TYPE

| | | | | |
|-----------------------|--------------------|------------------------|------------------|---------------------|
| Easements | Interstate highway | Secondary Road Unpaved | Waterbody | BLM |
| Fee | U.S. highway | Tertiary Road Unpaved | River | Indian Lands |
| Withdrawal | State highway | | Township / Range | Private |
| Authorized Use Point | Minor Routes | | Section | State |
| Authorized Use Poly | | | | State Wildlife Area |
| Town | | | | |
| Field Office boundary | | | | |
| State boundary | | | | |



Author: sehrens
File: CACA 57793 SBC Needles Hwy
Date: 7/16/2019
Coordinate System: NAD 1983 UTM Zone 12N



Field Office boundary

DISCLAIMER: The Bureau of Land Management (BLM) makes no representations or warranties regarding the accuracy or completeness of this map. This map does not address questions which an accurate survey may disclose. This map is representational and is to be used as an illustration only. This map and the data from which it was derived are not binding on the BLM and may be revised at any time in the future. The BLM shall not be liable under any circumstances for any damages with respect to any use of this map or the data from which it was derived. Routes depicted on non-BLM lands are displayed for information purposes only and do not grant access to non-BLM lands.



U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

San Bernardino County Stipulations per Environmental Assessment:

- **Traffic and Transportation/Pedestrian and Bicycle Facilities** - The following measure will be implemented to further avoid and minimize impacts during construction (TRA-Traffic):
 - TRA 1-A - comprehensive Transportation Management Plan (TMP) will be required to minimize the traffic impact due to construction activities. Some of the elements that will be included are public awareness campaign (PAC), Construction Zone Enhancement Enforcement Program (COZEE), portable changeable message signs, and radar speed message sign.
- **Visual/Aesthetics** - Visible physical changes that are expected to occur within most of the project segments include new pavement surfaces, addition of paved shoulders, drainage culverts, and graded swales pavement restoration, the addition of guardrails and additional informational signage. In addition, in Segments 1, 2, and 3 the roadway would be realigned to improve the horizontal and vertical geometry of the roadway. The horizontal realignment would result in limited vegetation removal and in some locations cutting or filling of the natural terrain.
 - VIA-1-Areas where the current roadway would be removed and realigned, the topography will be graded to match existing surrounding contours to appear more natural. Cut and fill will be kept to the least limits feasible.
 - VIA-2-Where cuts are required the slopes will be graded to look like naturally occurring contours.
 - VIA-3- Apply rock chain to new slopes that expose un-weathered rock, and galvanized steel to stain to all galvanized surfaces to minimize glare.
 - VIA-4-The use of standard BMPs (screening, good housekeeping, phasing to minimize disturbance) will be implemented to reduce the temporary effects of construction activities.
 - VIA-5-Staging areas will be located in areas that have previously been disturbed or developed.
 - VIA-6-Vegetation removal will be minimized to the least extent possible. Vegetation loss will be replaced using on-site restoration. If needed, additional restoration will occur off-site in areas where similar desert habitat exists.
- **Cultural Resources** - Twenty-three historic properties identified within private and public lands portions of the Alternative 5 will be protected in place during project construction through the establishment of an ESA according to Stipulation VII.C.3 of Section 106 PA. Only one historic property identified within the tribal lands portion of the project lies within the Alternative 5 and will be protected in place during construction. The following measures will be implemented to protect cultural resources in place, and prevent any impacts (CUL- Cultural):
 - CUL-I-Establish ESAs: In accordance of Section 106 PA Stipulation VIII.C., historic properties identified within the non-tribal portions of the project will be protected in place during construction through the establishment of ESAs. An archaeologist meeting the Department of Interior standards as a principal investigator must be contracted and a

qualified archaeological monitor will be present to monitor ESAs during project construction.

- CUL-2- Establish Archaeological Monitoring Area (AMA): AMAs are areas within the construction limits where access is allowed, but work is subject to archaeological monitoring. An AMA will be established within the construction limits along non-tribal portions of Segments 1, 2 and 3 of the project alignment. A qualified archaeological monitor must be on site to monitor all job site activities within the AMA. No work will be allowed within the AMA unless an archaeological monitor is present. If archaeological resources are discovered within the AMA all work within a 60-foot radius must stop so that the discovery area may be protected and the Engineer and principal investigator must be notified. The principal investigator will assess the nature and significance of the find. Work within the discovery area may not resume until authorized by the principal investigator and Engineer.
- CUL-3 - In the event of a change in the project location or an unanticipated discovery on non-tribal lands portions of the project, the principal investigator will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR Part 800.
- CUL-4-In the event of a change in the project location, or an unanticipated discovery on tribal lands portions of the FMIT's Cultural Resources Director and the BIA's Regional Archeologist will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR 800.
- CUL-5-An on-call archaeologist tribal monitor shall be present during construction for inspections of activities involving subsurface trenching. In the event cremation remains or cultural materials are inadvertently discovered the tribal monitor and FMIT will notify the Ahamakav Cultural Society.
- Construction Impacts Construction activities under build alternative would disturb 262.2 acres of soil along Needles Highway between "N" Street in the City and the California-Nevada state line. Pollutants of concern during construction include sediments, trash, petroleum products, and chemicals. Each of these pollutants on its own or in combination with other pollutants can have a detrimental effect on surface water quality, aquatic habitat, and groundwater quality. During the construction activities, excavated soil would be exposed, and there would be an increased potential for soil erosion compared to existing conditions. Additionally, during a storm event, soils would be exposed to potential mobilization by rainfall/runoff; therefore, soil erosion and sediment releases could occur at an accelerated rate. The following measures will be adopted as part of this project to avoid and minimize impacts to water quality and storm water (WQ-Water Quality):
 - WQ-1-Consistent with NPDES permit requirements as well as with County and state standards, selected Construction, Design Pollution Prevention, and Post- Construction BMPs will be incorporated into the final design of the Needles Highway project. The County will also implement long-term maintenance BMPs.
 - WQ-2-The County will comply with the provisions of the National Pollutant

Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities and any subsequent permit as they relate to construction activities for the project. This will include:

- Submission of the Permit Registration Documents, including a NOI, site map, SWPPP, annual fee, and signed certification statement to the SWRCB at least 14 days prior to the start of construction.
- The SWPPP will meet the requirements of the COP and will identify potential pollutant sources associated with construction activities; identify non-storm water discharges; and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.
- The BMPs identified in the SWPPP will be implemented during project construction. A Notice of Termination (NOT) will be submitted to the SWRCB upon completion of construction and stabilization of the site.
- The County will implement erosion control, sediment control, non-storm water management, runoff controls, and good site management housekeeping practices.
- WQ-3-If dewatering is required to construct the proposed project, dewatering activities shall be subject to requirements of the Dewatering Permit from the Colorado River Basin RWQCB. Dewatering activities associated with tribal land is subject to the EPA's NPDES Construction Permit, CAR1200001.
- WQ-4-For construction activities on tribal land, the project shall comply with the provisions of the COP (COP Number: CAR 120001). The COP requires compliance with effluent limits and other permit requirements, such as the development of a SWPPP. Construction operators intending to seek coverage under EPA's CGP must submit a NOI certifying that they have met the permit's eligibility conditions and that they will comply with the permit's effluent limits and other requirements. To submit the NOI, the operator should use the "electronic NOI system".
- WQ-5-Comply with the specific requirements of section 401 as applicable to water quality and beneficial uses.
- Geology/Soil/Seismic/Topography - The following avoidance and minimization measures are required for this project (GEO-Geology):
 - GEO-1-The materials and methods used for pavement construction should conform to the latest edition of the SSPWC.
 - GEO-2-All vegetation, trash, debris, and no-engineered fill shall be excavated and removed down to competent ground prior to placement of compacted fills. Estimated depth of removal shall be based on evaluation by the Geotechnical Engineer.
 - GEO-3-Geotechnical engineer should be contacted to provide observations and testing during the clearing and grubbing of the site; demolition of any existing structures, buried utilities, or other existing improvements; excavation and over excavation of compressible soils; all phases of rough grading including over excavation, pre-compaction, benching, filling operations, and cut slope excavation; and when unusual conditions are encountered during grading.

- GE0-4-After the completion of rough grading, geotechnical engineer should provide observation and testing during trenching and backfilling operations of buried improvements and utilities backfill; prior to placement of reinforcing steel or concrete within footing trenches; and during fine or precise grading for placement of concrete flatwork.
- GE0-5-Excavation from quarries and borrow areas would be designed and performed in a manner that optimizes resource removal. Borrow areas would be reconstructed to 4:1 slopes.
- Paleontology-In order to avoid, minimize, or mitigate any potential impacts, the following steps are required for construction excavation (PAL-Paleontology):
 - PAL-1-A trained paleontological monitor will be present during ground disturbing activities within the project area in sediments identified in the PRIE Report to likely contain paleontological resources. If paleontological resources are located during excavation, the monitor will be authorized to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor will be equipped to rapidly remove any large fossil specimens encountered during excavation.
 - PAL-2-During monitoring, samples will be collected and processed to recover fossils. Processing will include wet sieving, washing and microscopic examination of the residual materials to identify small vertebrate remains.
 - PAL-3-Upon encountering a large deposit of bone, salvage of all bone in the area will be conducted with additional field staff and in accordance with modern paleontological techniques.
 - PAL-4-All fossils collected during the project will be prepared to a reasonable point of identification.
 - PAL-5-Excess sediment or matrix will be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified will be provided to the museum repository along with the specimens.
 - PAL-6-A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared to document findings from monitoring activities.
 - PAL-7-All fossils collected during this work, along with the itemized inventory of these specimens will be deposited in a museum repository for permanent curation and storage.
- Hazardous Waste or Materials - The following measures are required during final design, and prior to beginning of project construction (HAZ-Hazardous):
 - HAZ-1-Test the projects proposed right-of-way limits for presence of ADL. Depending on the amount present, appropriate handling and disposal of this hazardous material, will be required. Should the soil exceed lead concentrations specified in Section 25157.8 of the California Health and Safety Code, appropriate measures must be taken to insure proper disposal at a permitted off-site disposal facility.
 - HAZ-2-Removed yellow traffic striping and pavement-marking material must be tested. If the pavement-marking materials are found to contain hazardous waste then removal of said paint should follow standards and regulations.
 - HAZ-3-Determine if groundwater will be impacted during construction. A Site Assessment (SI) for potentially contaminated groundwater as well as for the former dumpsite shall be conducted if they will be impacted by right-of - way

requirements for the project. Remedial actions will be required according to requirements of the RWQCB, Colorado River Basin

- Region, consistent with NPDES.
- HAZ-4-Conduct testing for pesticides of soil samples for properties within the project's limits. Soil samplings should be done in accordance with DTSC. Based on the testing results, the appropriate way to handle and dispose of the soil will be determined.
- HAZ-5-Utility search should be conducted, and any utility owners should mark the location of underground utilities to prevent impacts to utilities, and the potential for hazardous material leak.
- HAZ-6-If any hazardous waste is encountered during project construction activities, all work will be stopped in the affected area and the appropriate agency, and trained personnel will be contacted for handling the waste.
- HAZ-7-If a batch plant is to be located on FARR's rock quarry and borrow sites; appropriate storage and usage procedures for petroleum products associated with the plant will be implemented to prevent spill or contamination. A spill containment and emergency response plan will be prepared to prevent contamination in case of spill during use and storage.
- Air Quality - Implementation of the following measures, some of which may also be required for other purposes such as storm water pollution control, will reduce any air quality impacts resulting from construction activities (AQ - Air Quality):
 - AQ-1-The contractors shall comply with any government air pollution control rules, regulations, ordinances and statutes regarding exhaust emissions. The contractors shall maintain and operate construction equipment in a manner that minimizes exhaust emissions.
 - AQ-2-The contractors shall follow MDAQMD Rule 403 requirements to control fugitive dust. Such requirements could include the following:
 - Apply water or other dust palliative to the site and equipment as frequently as necessary to control fugitive dust emissions. Fugitive emissions generally must meet a "no visible dust" criterion either at the point of emission or at the right-of-way line depending on local regulations.
 - Spread soil binder on any unpaved roads used for construction purposes, and all project construction parking areas.
 - Wash off trucks as they leave the right-of-way as necessary to control fugitive dust emissions
 - Properly tune and maintain construction equipment and vehicles. Use low-sulfur fuel in all construction equipment as provided in CA Code of Regulations Title 17, Section 93114.
 - Develop a dust control plan documenting sprinkling, temporary paving, speed limits, and expedited revegetation of disturbed slopes as needed to minimize construction impacts to existing communities.
 - Locate equipment and materials storage sites as far away from residential and park uses as practical.
 - Keep construction areas clean and orderly.
 - Near sensitive air receptors, establish ESAs or their equivalent within which construction activities involving the extended idling of diesel equipment would be prohibited, to the extent feasible.
 - Use track-out reduction measures such as gravel pads at project access points to minimize dust and mud deposits on roads affected by

- construction traffic.
 - Cover all transported loads of soils and wet materials prior to transport, or provide adequate freeboard (space from the top of the material to the top of the truck) to minimize emission of dust (particulate matter) during transportation.
 - Promptly and regularly, remove dust and mud that are deposited on paved, public roads due to construction activity and traffic to decrease PM.
 - Route and schedule construction traffic to avoid peak travel times as much as possible, to reduce congestion and related air quality impacts caused by idling vehicles along local roads.
 - Install mulch or plant vegetation as soon as practical after grading to reduce windblown particulate in the area. Be aware that certain methods of mulch placement, such as snow blowing, may themselves cause dust and visible emission issues and may need to use controls such as dampened straw.
- Noise - Implementing the following measures would minimize the temporary noise impacts from construction (NO1-Noise):
 - NO1-1 - All equipment will have sound-control devices that are no less effective than those provided on the original equipment. No equipment will have an un-muffled exhaust, and noise levels will not be allowed to exceed local ordinance requirements for construction noise.
 - NOI-2-The contractor will implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources.
- Biological Environment - The following measures would be implemented as part of this project (BIO-Biology):
 - BIO-1-To the greatest extent possible, project design shall achieve maximum avoidance of the plant communities, specifically the Desert dry wash woodland, and Mesquite Bosque, including reducing the lateral work limits, and locating construction staging areas in areas that have been previously disturbed or developed.
 - BIO-2-Compensatory Mitigation-Compensatory mitigation will be implemented in the form of on-site habitat restoration, and/or enhancement, or off-site mitigation in the form of habitat restoration and/or enhancement in areas where similar habitat exists, as required by Regulatory Agencies.
 - Wetlands and Other Waters - It is anticipated that the project will not adversely affect water resources. With the implementation of identified measures, the construction impacts of the project will be further reduced.
 - BIO-3-Design and implement plans to avoid and minimize impacts to waters, streambeds, and riparian habitat to the least possible extent, and as required by Regulatory Permits.

- 81O-4-Obtain required permits that include CWA Section 404 permit from the USACE, a Section 401 Water Quality Certification from the RWQCB, and CDFW Code Section 1602 Streambed Alteration Agreement from the CDFW.
- Animal Species - Following are measures for species that are potentially present within the project area.
 - BIO-5-A pre-construction burrowing owl survey is required to determine the presence/absence of the burrowing owl. The pre-construction survey will be conducted according to the survey protocol provided in the CDFW Staff Report on Burrowing Owl Mitigation dated March 7, 2012 (Staff Report) or currently accepted protocol. The survey will be conducted within 14 days prior to any ground-disturbing activities.
 - BIO-6-If the burrowing owl is found to be present during the pre-construction survey, the following avoidance measures will be implemented, as necessary and as feasible, per the guidelines of the Staff Report:
 - Avoid disturbing occupied burrows during the breeding/nesting period, from February 1 through August 31. Construction Activities within or near migratory birds nesting areas will also be avoid during this period
 - Avoid impacts to burrows occupied during the non-breeding season by resident burrowing owls.
 - Avoid direct destruction of burrows through chaining (dragging a heavy chain over an area to remove shrubs) or disking.
 - Develop and implement a worker awareness program to increase the on-site worker's recognition of and commitment to burrowing owl protection.
 - Place visible markers near burrows to ensure that equipment and other machinery does not collapse burrows.
 - Do not fumigate, use treated bait, or other means of poisoning nuisance animals in areas where burrowing owls are known or suspected to occur.
 - BIO-7-In addition to the burrowing owl discussed above, to avoid potential effects to fully protected raptors and other nesting birds protected by the MBTA and CDFG Code the following measure must be followed:
 - Vegetation clearing and the majority of preliminary ground-disturbance work should be completed outside of bird breeding season (typically set as February 1 through August 31).
 - In the event that initial groundwork cannot be conducted outside the bird-breeding season, focused surveys will be conducted prior to ground-disturbing activities. Should nesting birds be found, an exclusionary buffer will be established by the biologist. The buffer may be up to 500 feet in diameter depending on the species of nesting bird found. This buffer will be clearly marked in the field by construction personnel under guidance of the biologist, and construction or clearing will not be conducted within this zone until the biologist determines that the young have fledged or the nest is no longer active.
 - BIO-8-A pre-construction survey will be conducted to determine the presence/absence of desert kit fox burrows.

- 810-9-If desert kit fox burrows are found; a passive relocation plan will be developed and implemented in coordination with the CDFW.
- Threatened and Endangered Species - The following measures are required for this project and they are documented in the USFWS Biological Opinion. All measures outlined in the Biological Opinion and future CDFW take permit will be strictly adhered to.
 - Bonytail Chub & Razorback sucker
 - BIO-10-Measures should be implemented to minimize and avoid impacts of altering the existing sediment transport into the drainage system. Permanent measures may include down gradient check dams, settling basins, and riprap to control sediment transport.
 - BIO-11-Temporary measures shall be implemented during construction to prevent impact to habitats and may include gravel bags, fiber blankets, and silt fences.
 - Arizona's Bell's Vireo
 - BIO-12-All construction-related activities shall be confined to the proposed impact boundaries by installing fencing along the boundary to prevent any construction activities from encroaching into adjacent areas. Construction access points shall be limited to the maximum extent feasible in proximity to the suitable habitat for this species.
 - BIO-13-A qualified biological monitor will be on site during all construction activities within and adjacent to suitable ABV habitat.
 - BIO-14-Immediately prior to construction, the monitoring biologist shall provide an employee education program for listed species that may be affected by project work activities for all persons who will work on site during construction.
 - BIO-15-Vegetation removal should not occur during the primary nesting season for ABV (March 31 to August 31).
 - BIO-16-If work must be conducted in these areas during this period, then pre-construction surveys shall be conducted by a qualified biologist within the project boundaries and within 100 feet from the BSA boundary, to the extent access is granted by adjacent property owners, to identify nesting birds within or adjacent to the proposed project. Preconstruction surveys for this species shall be conducted a minimum of three times on separate days after initiation of the nesting season. These surveys will be conducted within the week prior to initiation of brushing, grading, or other construction activities if these activities are initiated during the breeding season. One survey will be conducted the day immediately prior to work initiation. If active nests are observed within or adjacent to the project boundary, then a buffer is required until either the young have fledged or the nest becomes inactive. The size of the buffer shall be determined by the qualified biologist. In addition, a nest monitoring program shall be prepared and implemented to document the success of nesting activities within the established buffer should they occur.
 - Desert tortoise
 - BIO-17-The designated Field Contact Representative (FCR) is responsible for overseeing compliance with the protective stipulations and coordination with other involved regulatory agencies. The FCR will be on the project site during all project activities and will have the authority to halt activities that violate measures applicable to the proposed project. The

FCR will be a contracted biologist.

- BIO-18-FHWA/Caltrans will ensure that all construction personnel attend a worker education program presented by the authorized biologist. The program will include information on special status species within the project area, identification of these species and their habitats, techniques being implemented during construction to avoid impacts to species, consequences of killing or injuring an individual of a listed species, and reporting procedures when encountering listed or sensitive species. Construction crews, foremen, and other personnel potentially working on site will attend this desert tortoise education program and place their name on a sign-in sheet.
- BIO-19-Only biologists authorized by the Service will handle desert tortoises. Caltrans will submit the name(s) of the proposed authorized biologist(s) to the Service for review and approval at least 30 days prior to the onset of activities. Caltrans will be responsible for submitting only those names of individuals that meet the minimum standards for being an authorized biologist. No construction activities will begin until the approval of the authorized biologist(s) has been completed. The authorized biologist(s) will follow the protocols outlined in Chapter 7 of the Desert Tortoise Field Manual for handling and marking desert tortoises.
- BIO-20-Prior to the start of construction, FHWA/Caltrans will require the contractor to install fencing to exclude desert tortoises from all work areas and right-of-way under the direction of an authorized biologist. FHWA/Caltrans will construct the fence according to the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009). FHWA/Caltrans has committed to developing a Translocation Plan that will provide specific guidance in dealing with desert tortoises found within project area. Guidance opportunities in this translocation plan may include: moving individual tortoises the shortest distance possible to an area outside the fence where it will be safe; temporarily penning tortoises within the area surrounding its burrow or, relocating any tortoises found inside the permanent desert tortoise fence onto adjacent Bureau land. The authorized biologist will use his or her judgment regarding the best measures to use to ensure the desert tortoise does not immediately return to the area inside of the fence. The authorized biologist may contact the Service or CDFW to discuss specific situations if the need arises.
 - FHWA/Caltrans will maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence will be inspected weekly, but FHWA/Caltrans may adopt a different schedule, based on experience and with concurrence, of the Service. FHWA/Caltrans will inspect and, if necessary, repair the fence immediately after any rainstorm that occurs during the construction period.
- BIO-21-After the fencing is installed and before the onset of ground-disturbing activities, the authorized biologist will survey the area and remove all desert tortoises following Service established survey protocols. Desert tortoises that are found inside the fenced area will be placed on the other side of the desert tortoise exclusion fence onto suitable lands identified in the translocation plan that will be developed for this. The authorized biologist will use his or her best judgment to determine the optimal location for placement of desert tortoises. The authorized biologist will follow the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009) for marking and translocating desert tortoises.
- BIO-22-FHWA/Caltrans will have an authorized biologist available throughout the construction period to monitor relocated desert tortoises and to remove any additional

individuals encountered during construction. The authorized biologist will follow the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009) for marking and translocating desert tortoises.

- BIO-23-Tortoises and Construction Equipment. Workers will inspect for desert tortoise under vehicles and construction equipment prior to moving them. If a desert tortoise is present, the vehicle will be moved only if necessary and if the desert tortoise will not be injured. If it is not possible to move a vehicle without injuring a tortoise, the vehicle will not be moved until the tortoise has moved out from under the vehicle or an authorized biologist has carefully moved the tortoise following project's translocation plan.
- BIO-24-No firearms, dogs, or pets will be allowed at the project site. Firearms carried by authorized security and law enforcement are exempt.
- BIO-25-Trash and discarded food items will be promptly contained within closed, raven-proof containers. Container contents will be regularly removed from the construction site to reduce the attractions to ravens and other predators of desert tortoise. Open trenches or holes will be inspected a minimum of three times per day immediately prior to backfilling.
- BIO-26-Vehicular traffic and parking at work area and along existing roads will be conducted so as to minimize the potential for running over desert tortoises and to prevent damage to tortoise habitat. Construction vehicles will be driven and parked only within designated areas. Driving speeds will be limited to no more than 20 miles per hour on all dirt roads.
- BIO-27-Upon locating desert tortoises killed or injured by construction activities, initial notification within 24 hours of their finding must be made to the USFWS. Care must be taken in handling injured animals to ensure effective treatment, and care and in handling dead specimens to preserve biological material in the best possible state.
- BIO-28-Design Standards and Modification of Existing Drainage Facilities that allow for Desert Tortoise Ingress/Egress should be incorporated in the project design.
- BIO-29-The FWSA and the County shall coordinate with the FMIR to ensure that the operation of tribe-owned borrow site and attendant activities outside tribal boundaries in Segment 2, north of Needles Highway, comply with desert tortoise mitigation measures in accordance with the FESA.
- BIO-30-FHW A/C Trans will submit a post-construction report to the Service and CDFW within 30 days of the completion of work. This report will include information on the number of desert tortoises handled, injured, and killed; the results of monitoring of relocated desert tortoises; and any difficulties in implementing the protective measures.
- Compensatory Mitigation

BIO-31-Appropriate compensatory mitigation will be made for impacts on desert tortoise habitat, as required by USFWS and CDFW permits.

Invasive Species - The following measures will be implemented to avoid and minimize impacts that could result from invasive species to the project area as a result of construction activities:

- BIO-32-During construction, the construction contractor shall inspect and clean construction equipment at the beginning and end of each day, and prior to transporting equipment. Consideration should be given to the use of water conservation methods.
- BIO-33-During construction, soil and vegetation disturbance will be minimized to

the greatest extent feasible to avoid encroaching of invasive species to recently disturbed areas.

- BIO-34-During construction, the construction contractor shall ensure that all active portions of the construction site are watered a minimum of twice daily or more often when needed, to prevent excessive amounts of dust and the spread of invasive wind dispersed seeds. The construction contractor shall ensure that all material stockpiled is sufficiently contained using water or other palliatives to prevent excessive amounts of dust, and the spread of invasive wind dispersed seeds.
- BIO-35-All soil/gravel/rock, and straw/mulch/fiber rolls used for construction and erosion control will be obtained from weed-free sources.
- BIO-36-After construction, affected areas adjacent to native vegetation will be revegetated with plant species native to the vicinity and approved by the County Biologist. In compliance with the EO on Invasive Species EO 13423 and subsequent guidance from the FHWA, the landscaping and erosion control included in the project will not use species listed as invasive.
- BIO-37- In areas of particular sensitivity, extra precautions will be taken if invasive species are found in or adjacent to the construction areas. All woody invasive species (i.e., tamarisk) will be removed from the project limits.

Bureau of Land Management Stipulations:

1. The holder shall conduct all activities associated with the construction, operation, maintenance and termination of the right-of-way within the authorized limits of the right-of-way.
2. The holder shall give written notice to the Bureau of Land Management (BLM) of any anticipated changes in the Plan of Development and management, construction timetables, and shall obtain formal approval from the BLM prior to initiating changes.
3. The holder shall remove trash, rubbish, and other construction debris shall be removed from the site and disposed of at a designated sanitary landfill, and the grounds shall be maintained in a neat and orderly manner at all times.
4. All activities directly or indirectly associated with construction, operation and maintenance shall be conducted within the limits of the approved right-of-way. This right-of-way does not allow for any surface disturbing activities outside the right-of-way area.
5. Actions other than those explicitly approved by the BLM, which result in impacts upon archaeological or historical resources shall be subject to the provisions of the Archaeological Resources Protection Act of 1979 as amended and the Federal Land Policy and Management Act of 1976. These statutes protect cultural resources for the benefit of all Americans. As property of the United States, no person may, without authorization, excavate, remove, damage, or otherwise alter or deface any historic or prehistoric site, artifact or object of antiquity located on public lands.
6. The holder shall immediately bring to the attention of the Lake Havasu Field Manager (or designated representative) any cultural resources (prehistoric/historic sites or objects) and/or paleontological resources (fossils) encountered during permitted operations and maintain the integrity of such resources pending subsequent investigation.
7. All personnel will report any sightings of desert tortoise, bighorn sheep, other wildlife species and federally listed migratory birds (such as peregrine falcon, bald eagle, brown pelican, etc.) to the Lake Havasu Field Office, Wildlife Biologist at (928) 505-1200.

8. All wildlife and migratory birds shall be observed from a distance. Any injured wildlife shall be reported to Arizona Game & Fish Department at (928) 342-0091.
9. All personnel will be prohibited from approaching bighorn sheep on foot or by vehicle. Site visits to water tanks, wildlife catchments, or any other wildlife related facility are prohibited.
10. Harassment of wildlife or destruction of private and public improvements, such as fences and gates, is prohibited. The taking of any threatened or endangered plant or animal is prohibited.
11. Milkweed plant (*Asclepias* spp.) removal is prohibited to conserve monarch butterflies. If milkweed removal is required, the LHFO wildlife biologist must be notified prior to removal of milkweeds. On a case by case basis, operators may be asked to salvage and replant milkweeds.
12. Removal of trees, saguaros, or BLM sensitive plant species on LHFO managed land must be coordinated with the LHFO Wildlife Biologist at (928) 505-1200. On a case by case basis, operators may be asked to salvage and replant removed trees, saguaros, or BLM sensitive plant species if ROW location is within sensitive habitat.

San Bernardino County:

*** = BLM Sensitive**

| | |
|---------------------------|--|
| Algodones Dunes Sunflower | <i>Helianthus niveus</i> ssp. <i>tepalcates</i> |
| Aravaipa Woodfern* | <i>Thelypteris puberula</i> var. <i>sonorensis</i> |
| Blue Palo Verde | <i>Parkinsonia florida</i> |
| Desert Ironwood | <i>Olneya tesota</i> |
| Flannel Bush* | <i>Fremontodendron californicum</i> |
| Foothill Palo Verde | <i>Parkinsonia micropodella</i> |
| Joshua Tree* | <i>Yucca brevifolia</i> |
| Munz's Onion | <i>Allium munzii</i> |
| Parish's Onion* | <i>Allium parishii</i> |
| Parish's Phacelia* | <i>Phacelia parishii</i> |
| Peirson's Milkvetch | <i>Astragalus magdalenae</i> var. <i>peirsonii</i> |
| Pinto Beardtongue* | <i>Penstemon bicolor</i> ssp. <i>roseus</i> |
| Saguaro | <i>Cylindropuntia gigantea</i> |
| Scaly Stemmed Sandplant | <i>Pholisma arenarium</i> |
| Screwbean Mesquite | <i>Prosopis pubescens</i> |
| Smoke Tree | <i>Psoralea argophylla</i> |
| Western Honey Mesquite | <i>Prosopis glandulosa</i> var. <i>torreyana</i> |
| White-flowered Penstemon* | <i>Penstemon albomarginatus</i> |

13. It shall be the responsibility of the lessee to comply with the Bald and Golden Eagle Protection Act (Eagle Act) with respect to "take" of either eagle species. Under the Eagle Act, "take" includes to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest and disturb. "Disturb" means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle; (2) a decrease in its productivity by substantially interfering with normal breeding, feeding, or sheltering; or (3) nest abandonment by substantially interfering with normal breeding, feeding, or sheltering behavior. Avoidance of eagle nest sites, particularly during nesting season, is the primary and preferred method to avoid a take. If an eagle is sighted during construction, the BLM Lake Havasu Wildlife Biologist should be notified (928-505-1200).

14. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) shall be used, produced, transported, released, disposed of, or stored within the right-of-way area at any time by the holder. The holder shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the holder or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.

The holder shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the right-of-way potentially affecting the right-of-way of which the holder is aware.

As required by law, holder shall have responsibility for and shall take action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the right-of-way.

15. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the right-of-way stipulations.
16. The holder shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations existing or hereafter enacted or promulgated. To the full extent permissible by law, the holder agrees to indemnify and hold harmless, within the limits, if any, established by state law (if state law exists on the effective date of the right-of-way), the United States against any liability arising from the holder's use or occupancy of the right-of-way, regardless of whether the holder has actually developed or caused development to occur on the right-of-way, from the time of the issuance of this right-of-way to the holder, and during the term of this right-of-way. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the holder, its agents, contractors, or third parties. If the liability is caused by third parties, the holder will pursue legal remedies against such third parties as if the holder were the fee owner of the right-of-way.

Notwithstanding any limits to the holder's ability to indemnify and hold harmless the United States which may exist under state law, the holder agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the holder's use or occupancy of the right-of-way regardless of whether the holder has actually developed or caused development to occur on the right-of-way from the time of the issuance of this right-of-way to the holder and during the term of this right-of-way.

17. The holder shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The holder shall be responsible for dust abatement within the limits of the right-of-way and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The holder shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the right-of-way.

Notwithstanding whether a violation of any air quality permit, law or regulation results, the holder

would cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the holder.

Prior to relinquishment, abandonment, or termination of this right-of-way, the holder shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., reclamation or other means) and acceptable to the Authorized Officer.

18. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pests to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year. Pesticides shall not be permanently stored on public lands authorized for use under this right-of-way.
19. In the event that the public land underlying the right-of-way encompassed in this right-of-way, or a portion thereof, is conveyed out of Federal ownership and administration of the right-of-way or the land underlying the right-of-way is not being reserved to the United States in the patent/deed and/or the right-of-way is not within a right-of-way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800], including amendments to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the right-of-way shall be considered a civil matter between the patentee/and the holder.

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

December 17, 2019

FROM

TERRY W. THOMPSON, Director, Real Estate Services Department
MAZIN KASEY, Deputy Director, Department of Public Works-Transportation

SUBJECT

Approval of Right-of-Way Grant/Temporary Use Permit with the Bureau of Land Management for Needles Highway between the City of Needles and the California/Nevada Border

RECOMMENDATION(S)

1. Approve the Right-of-Way Grant/Temporary Use Permit (**County Contract No. 19-851**) Serial No. CACA 57793 with the Bureau of Land Management for the ongoing operation and maintenance of the existing Needles Highway and use of a mixing table site for those reaches of Needles Highway within the Bureau of Land Management's withdrawn lands situated between the City of Needles and the California/Nevada border, and further permitting construction and future maintenance for the proposed Needles Highway Roadway and Drainage Improvement Project (Project) for an approximate 7.06-mile stretch once constructed, commencing upon execution by the Bureau of Land Management through December 31, 2047 for no cost.
2. Authorize the Director of the Real Estate Services Department to execute any other documents necessary to complete this transaction.
(Presenter: Terry W. Thompson, Director, 387-5252)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item will not require Discretionary General Funding (Net County Cost). There is no cost associated with the Right-of-Way Grant/Temporary Use Permit. Maintenance cost associated with the existing Needles Highway are included in the Department of Public Works-Transportation (DPW-T) 2019-20 Road Operations Budget (6650002000).

The funding for the design of the Project ("N" Street to State Line) and construction of the current phase within city limits is funded by Public Land Highway (PLH) funds, which is no longer available for future phases. DPW will continue to seek future funding sources for the remaining roadway widening and bridge projects estimated at \$170,000,000.

BACKGROUND INFORMATION

The recommended actions will approve the Right-Of-Way Grant / Temporary Use Permit (Permit) issued by the Bureau of Land Management (BLM) authorizing DPW-T to enter BLM jurisdictional lands to maintain existing Needles Highway and to use an identified site facility for

Approval of Right-of-Way Grant/Temporary Use Permit with the Bureau of Land Management for Needles Highway between the City of Needles and the California/Nevada Border
December 17, 2019

road material mixing, and to allow for the construction of the proposed realignment and reconstruction of portions of Needles Highway as set forth in the Project, for a term commencing upon execution by the BLM through December 31, 2047.

DPW-T is the lead agency responsible for the design, right-of-way and construction of the realignment Project which extends from “N” Street in the City of Needles (City) to the California/Nevada State Line. DPW-T has also been operating and maintaining an approximately 12 mile stretch of Needles Highway beginning at the north line of the City of Needles through to the California/Nevada state line for decades.

During the course of examining property rights for the proposed Project to realign and reconstruct portions of Needles Highway, it was determined by DPW-T and the BLM that the BLM had not issued rights to the County to perform maintenance on the existing Needles Highway over the withdrawn BLM lands. The proposed Permit is two-fold in that it grants rights to the County to continue maintenance on Needles Highway and for the use of a site facility as a mixing table, and it also authorizes the future construction and maintenance of the right-of-way as proposed by the Project.

The existing Needles Highway is predominantly one lane in each direction with soft shoulders and has horizontal and vertical curve sight limitations. The occasional storm, coupled with drainage issues and sloping terrain, also impact the roadbed over time. The Project as proposed will level the roadbed topography and improve drive site distance and comfort. Also, the proposed Project will provide access for installation of paved shoulders and culverts to improve drainage. The designated snowable road right of way authorized in this Permit is 600 feet of road width (300 foot half-width from centerline), which will accommodate the final road design, including drainage improvements and slope maintenance.

On May 11, 2010 (Item No. 58), the Board of Supervisors (Board) approved an application for a license to the BLM for the construction of the Project on federal lands in the Needles area for a portion of the same stretch. The County was subsequently directed by Bureau of Reclamation (BOR), a local jurisdiction, to re-submit the 2010 application to allow the BOR to review it for all federal lands within the Project limits.

On August 19, 2014 (Item No. 38), in accordance with the California Environmental Quality Act (CEQA), the Board adopted a Mitigated Negative Declaration and Notice of determination and adopted the mitigation monitoring reporting project. The environmental review set forth the finding that the Project will not have a significant effect on the environment after implementation of the mitigation measures.

On June 22, 2016 (Item No. 56) the Board approved the resubmission of the Application for Transportation and Utility Systems and Facilities for the portion of the Project located on federal lands under the jurisdiction of the BOR/BLM. There is one right-of-way design difference between the previously approved Application with the BLM and this resubmittal to the BOR/BLM, and that is the increased width of the right-of-way area from 100 foot half-width from the centerline of the road to 300 foot half-width from centerline. The BOR incorporated that right-of-way design revision in its review.

On January 23, 2018 (Item No. 41), the BOR approved the License and Contract No. 16-07-34-L1878 (License) authorizing DPW-T rights to enter, construct, and maintain Needles Highway

Approval of Right-of-Way Grant/Temporary Use Permit with the Bureau of Land Management for Needles Highway between the City of Needles and the California/Nevada Border
December 17, 2019

pursuant to the new design. DPW has completed 95% of the roadway geometric design and received approval of the design by the BOR, but County staff were subsequently informed after this 2018 Board action that the BOR's review and approval of those plans did not approve use of the federal lands in BLM jurisdiction. The BOR and BLM further noted that there were no records on hand authorizing the County's maintenance of existing Needles Highway on federal lands.

Discrepancies about which lands were in BOR jurisdiction and BLM jurisdiction were identified and new right-of-way legal descriptions for both the existing roadway and the Project were submitted to both federal entities for their respective approval. With the revised right-of-way legal descriptions of Needles Highway across the federal lands, the BOR was able to internally amend the License approved by the Board in 2018 to include authorizing maintenance on existing Needles Highway within BOR jurisdiction. This Permit will provide the County with the same general authority, but over lands in the jurisdiction of the BLM.

Approving this Right-of-Way Grant/Temporary Use Permit with the BLM will provide the County the right to construct, operate, maintain, and terminate Needles Highway, for both the existing right-of-way, and as proposed by the Project, and grants use of the mixing pad site for maintenance purposes, for those federal lands in the authority of the BLM.

The Permit is issued at no cost and expires on December 31, 2047. Rights to renew were not automatically granted, but can be authorized subject to existing regulations at the time of renewal. The Permit further sets forth environmental stipulations and provisions for the construction of the new alignment. Should the County terminate or vacate the public lands, all improvements must be removed within 90 days of termination of the Permit.

Approval of this item will authorize the County to accept the Permit issued by the BLM for DPW-T to continue operation and maintenance of existing Needles Highway, make use of the mixing table for road bed materials, and to construct the new Needles Highway alignment for those federal lands lying within the limits of the Needles Highway Roadway and Drainage Improvement Project footprint. The BLM has the authority to grant said rights pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Robert Messinger, Principal County Counsel and Suzanne Bryant, Deputy County Counsel, 387-5455) on November 19, 2019; DPW (Brandon Jones, Deputy Director of Operations) on November 6, 2019; Finance (Monique Amis, Administrative Analyst, 387-4883 and Jessica Trillo, Administrative Analyst, 387-4222) on November 26, 2019; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on November 27, 2019.

(MJR: 387-5106)

**Approval of Right-of-Way Grant/Temporary Use Permit with the Bureau
of Land Management for Needles Highway between the City of Needles
and the California/Nevada Border
December 17, 2019**

Record of Action of the Board of Supervisors
County of San Bernardino

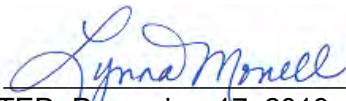
APPROVED (CONSENT CALENDAR)

Moved: Robert A. Lovingood Seconded: Josie Gonzales

Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY



DATED: December 17, 2019



cc: RESD- Thompson w/agree
Contractor- C/O RESD w/agree
File- w/agree
la 12/23/2019

California Department of Transportation

DISTRICT 8
DIVISION OF PLANNING, LOCAL ASSISTANCE
464 W. 4TH STREET, 6TH FLOOR, MS 760
SAN BERNARDINO, CA 92401
PHONE (909) 806-3944
TTY 711
<https://dot.ca.gov/programs/local-assistance>

September 7, 2021

Noel Castillo, P.E.
Public Works Director/City Engineer
San Bernardino County
825 E. Third Street
San Bernardino, CA 92415-0835

PLHD08-5954(145)
Road Improvement
Needles Highway Segment 1B:
500' South of Palm Road to 1 Mile
North
San Bernardino County

Attn: Jinghui Bradley

Dear Mr. Castillo

We have reviewed and processed your authorization request for the above-referenced project through Caltrans Division of Local Assistance (DLA) and the Federal Highway Administration (FHWA). Needles Highway Segment 1B: Roadway Improvements, PLHD08-5954(145), is hereby conditionally authorized for Construction (CON). The condition for this approval is that expenditures for the CON phase will not be allowed until the project completes Final Design and ROW Certification, and a Project Adjustment is processed through FHWA to revised the authorization based on the final estimate. Attached is a copy of the authorizing document (E-16) for your records.

The information below should be considered when the Request for Project Adjustment is processed:

The Project End Date (PED) has been established by your agency, concurred by HQ DLA and approved by FHWA. All costs incurred after this date will not be eligible for federal reimbursement. Your agency is expected to monitor the progress of its projects and if the need arises, revise the PED to accurately reflect the amount of time needed to complete the project or phase of the project. If the PED is revised after the authorized PED has past, any costs incurred between the expiration of the authorized PED and the revised PED are ineligible for reimbursement. Revisions to the PED require Caltrans concurrence and FHWA approval.

Please note that FHWA requires Form FHWA-1273 be physically inserted, unmodified and in its entirety into the executed contract, i.e., the document that contains the signatures of the contracting agency and the contractor, as well as into all subcontracts, except for purchase orders, rental agreements and other agreements for supplies or services. It is also strongly recommended that Form FHWA-1273 still be included in bid documents in order to inform prospective bidders of the required contract provisions.

If you plan to utilize private/outside consultant services, please be reminded of the Consultant Selection and Audit Process as outlined in Chapter 10 of our [Local Assistance](#)

[Procedures Manual \(LAPM\)](#). Additionally, please visit the [Consultant Selection and Procurement](#) page for additional guidance.

Prior to contract award, or after contract award but no later than the first invoice, the local agency must submit a completed Exhibit 10-C for all new or amended federal funded A&E consultant contracts using the [Exhibit 10-C Database](#) (only Chrome or Firefox compatible). If there are any changes requiring an amendment to the contract after submittal of Exhibit 10-C, the local agency must submit an updated Exhibit 10-C and all contract amendments to [Exhibit 10-C Database](#).

Prospective bidders should be reminded of the Disadvantage Business Enterprise (DBE) requirements contained in Chapter 9 of the [Local Assistance Procedures Manual \(LAPM\)](#).

Please refer to [Local Assistance Procedures Manual \(LAPM\)](#), Chapter 15, for proper Advertising and Award procedures. The City shall follow its normal procedure in awarding the contract to the lowest responsible bidder and assuring us that all federal requirements have been met, including an approved Quality Assurance Program.

Please notify this office in writing of the date of the bid opening. After the bid opening and award, please send us the following items:

- A complete award package as outlined in Chapter 15, section 15.7.
- One copy of plans and specifications, as advertised.
- Provide the Letter of Notice to Proceed (NTP) to the awarded contractor.

Please be reminded of the invoice processing requirements and reimbursement process in Chapter 5 of the LAPM. Invoices for reimbursement cannot be submitted until after funds are encumbered via an executed Program Supplemental Agreement (PSA) and/or an executed Finance Letter. Additionally, per the Master Agreement, an invoice must be submitted at least every six months to avoid being classified as inactive.

If you have any questions, please contact me or Leslie Avila at (909)501-5732.

Sincerely,



Alberto Vargen, PE
District Local Assistance Engineer (DLAE)
Division of Planning, Local Assistance
(909) 806-3944

Attachment: Amendment Modification Summary—(E-76) Sequence No. 1

c: Chad Yang, Construction Oversight Engineer (COE),
Caltrans Division of Local Assistance (HQ DLA)

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 08-SBD-0-CNTY
 PREFIX: PLHDL08
 PROJECT NO: 5954(145)
 SEQ NO: 1
 STATE PROJ NO: 0817000037L-N
 ALT. PROJ NO:
 AGENCY: SAN BERNARDINO
 ROUTE:
 DISASTER NO:
 TIP DATA
 MPO: SCAG
 FSTIP YR: 20/21
 STIP REF: 20950004757
 FSTIP ID NO: 20152202

PROJECT LOCATION:
 NEEDLES HIGHWAY SEGMENT 1B: 500' SOUTH OF PARK ROAD TO 1 MILE NORTH
 TYPE OF WORK:
 ROADWAY IMPROVEMENTS
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
 ENV STATUS / DT: ENVIRON ASSESS 07/25/2014
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:
 BRIDGE NO:

PREV AUTH / FREE DATES:
 PE:
 R/W:
 CON:
 SPD:
 ACS:
 OTH:
 PROJECT END DATE (PED): 10/31/2023

| PROG CODE | LINE NO | IMPV TYPE | FUNC SYS | URBAN AREA | CONTR | DEMO ID |
|-----------|---------|-----------|----------|------------|-------|---------|
| F130 | 30 | 04 | | | | |
| F130 | 31 | 17 | | | | |

FUNDING SUMMARY

| PHASE | | PROJECT COST | | FEDERAL COST | | AC COST |
|--------|----------------------|--------------|----------------|--------------|----------------|---------|
| PE | PE PREV. OBLIGATION | | \$0.00 | | \$0.00 | \$0.00 |
| | PE THIS REQUEST | | \$0.00 | | \$0.00 | \$0.00 |
| | PE SUBTOTAL | | \$0.00 | | \$0.00 | \$0.00 |
| R/W | RW PREV. OBLIGATION | | \$0.00 | | \$0.00 | \$0.00 |
| | RW THIS REQUEST | | \$0.00 | | \$0.00 | \$0.00 |
| | RW SUBTOTAL | | \$0.00 | | \$0.00 | \$0.00 |
| CON | CON PREV. OBLIGATION | | \$0.00 | | \$0.00 | \$0.00 |
| | CON THIS REQUEST | | \$2,192,586.93 | | \$2,192,586.93 | \$0.00 |
| | CON SUBTOTAL | | \$2,192,586.93 | | \$2,192,586.93 | \$0.00 |
| OTH | OTH PREV. OBLIGATION | | \$0.00 | | \$0.00 | \$0.00 |
| | OTH THIS REQUEST | | \$0.00 | | \$0.00 | \$0.00 |
| | OTH SUBTOTAL | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL: | | | \$2,192,586.93 | | \$2,192,586.93 | \$0.00 |

STATE REMARKS

08/20/2021 Sequence 1 is to request obligation of Public Lands and Discretionary (PLHD) Program funds (F130) for the roadway improvements on Needles Highway Segment 1B, 500 feet south of Park Road to 1 mile north. FHWA granted approval for San Bernardino County to request a Conditional Construction Authorization on 08/18/2021. The condition for this approval is that expenditures for the CON phase will not be allowed until the project completes Final Design and ROW Certification, and a Project Adjustment is processed through FHWA to revise the authorization based on the final estimate and to remove the conditions from the Recipients Remarks. NEPA closed on 07/25/2021; PS&E Completion Estimated 11/2021; RW Cert. & CON Permit Estimated 12/2021; RFA Submittal expected by 12/31/2021. Project is programmed in 2021 FTIP, Amendment 3 under 20152202; funds to be expended from FFY 21/22 to FFY 20/21. Federal Funds capped at \$2,192,586.93; max reimbursement ratio for F130 is 100%.

08/25/2021 Seq#1: Authorize \$2,192,586.93 PLHD funds F130 for CON & CE phases with FHWA conditional approval; max RR of 100% and Pro Rata option selected.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: OTH
FOR: CONDITIONAL CON AUTH
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: VERGEL DE DIOS, ALBERTO
REVIEWED IN FADS BY: BUI, DANIEL
SUBMITTED IN FADS BY: BUI, DANIEL
PROCESSED IN FADS BY: SIGNATURE, NOT REQUIRED

ON 2021-08-27 806-3944
ON 2021-08-28 999-9999
ON 2021-08-28 FOR CALTRANS
ON 2021-08-28 FOR FHWA
ON 2021-09-02 14:43:41.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5954(145) AS OF 09/07/2021

FHWA FMIS SIGNATURE HISTORY

| MOD # | SIGNED BY | SIGNED ON |
|-------|------------------|------------|
| 0 | SHUN HUEY | 08/31/2021 |
| | MATTHEW SCHMITZ | 09/01/2021 |
| | RODNEY WHITFIELD | 09/02/2021 |

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

| DOCUMENT TYPE | SIGNED BY | SIGNED ON |
|---------------|-------------|------------|
| AUTH/AGREE | BUI, DANIEL | 08/28/2021 |

*Standard and Special Drawings
(Green Pages)*

inserted here

LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

NOTICE TO RESIDENTS (English & Spanish)

DESERT TORTOISE FENCE

SAN BERNARDINO COUNTY STANDARDS

303A

303B

CALTRANS STANDARD PLANS 2015

| | | |
|------|--------|---------|
| A20A | A20B | A20D |
| A24A | A24D | A24E |
| A62A | RSP T9 | RSP T10 |
| T13 | | |

CALIFORNIA MUTCD 2014 STANDARDS

| | | | |
|----------------|------------|----------------|---------------|
| FIG 2A-2(CA) | FIG 2A-3 | FIG 7B-1(CA) | FIG 2C-13(CA) |
| FIG 3B-102(CA) | FIG 6H-28 | FIG 3B-102(CA) | FIG 6H-28 |
| FIG 6H-29(CA) | SEC. 6D.01 | SEC 6D.02 | |



NOTICE TO THE RESIDENTS OF (NEEDLES HIGHWAY)

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

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

Normal working hours will be between the hours of _____ A.M. and _____ P.M. Monday through Friday.

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

1. Do not park your vehicles on the roadway
2. Do not allow water to run on the roadway
3. Do not allow children to play in the roadway
4. Do not place trash cans or other debris on the roadway

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

Thank you.

(Company name)

(Company contact name)

(Company phone number)

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



NOTIFICACIÓN A LOS RESIDENTES DE (NEEDLES HIGHWAY)

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

Este trabajo será hecho entre la fecha de (start date) (end date). Las horas elegidas para hacer este trabajo serán entre las _____ de la mañana y _____ de la tarde de lunes a viernes.

Habrán letreros indicando que "No Hayá Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

1. No estacionar sus vehículos en la calle.
2. No permitir que corre el agua hacia la calle.
3. No permita que los niños jueguen en la calle.
4. No poner los botes de basura o cualquier otra basura en la calle.

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

Muchas Gracias.

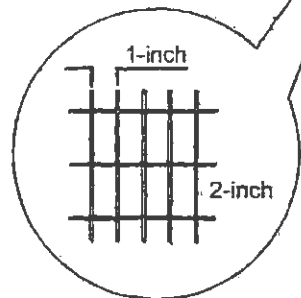
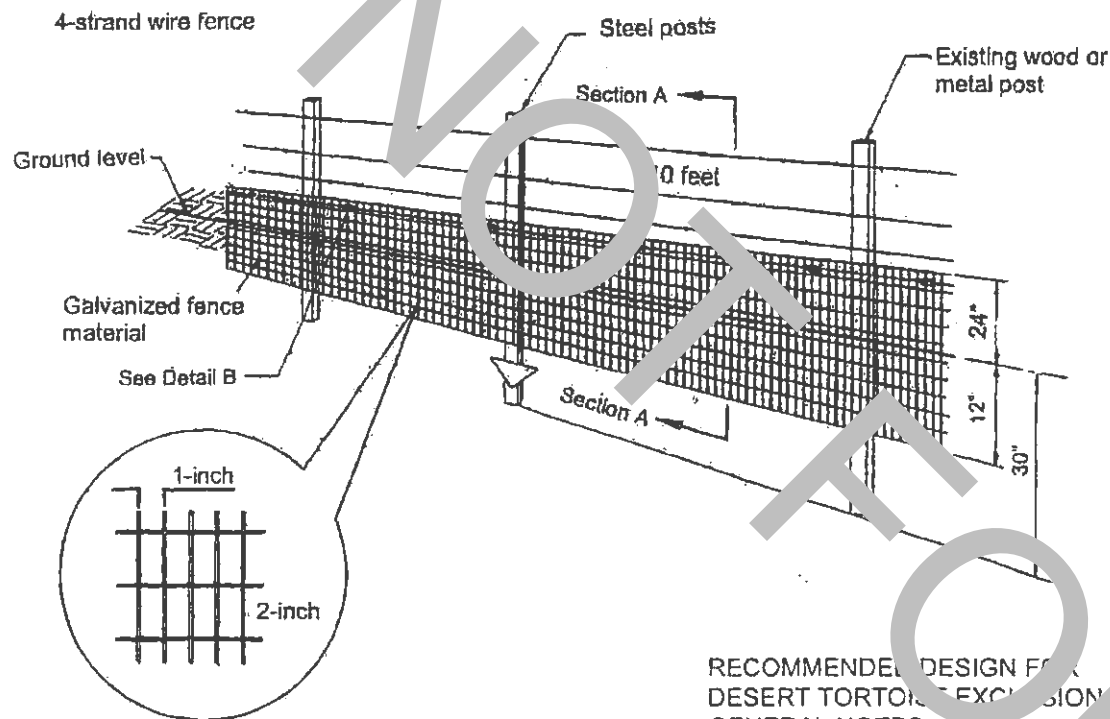
(Company name)

(Company contact name)

(Company phone number)

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

DESERT TORTOISE EXCLUSION FENCE (2005)

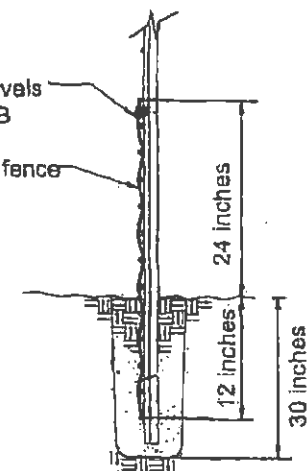


DETAIL A

4-strand wire fence

Hog rings
12-18" intervals
See Detail B

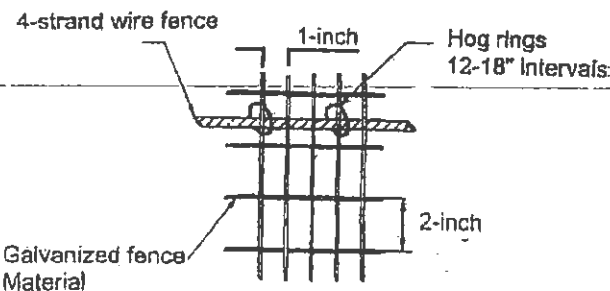
Galvanized fence material



SECTION A

RECOMMENDED DESIGN FOR DESERT TORTOISE EXCLUSION FENCE GENERAL NOTES:

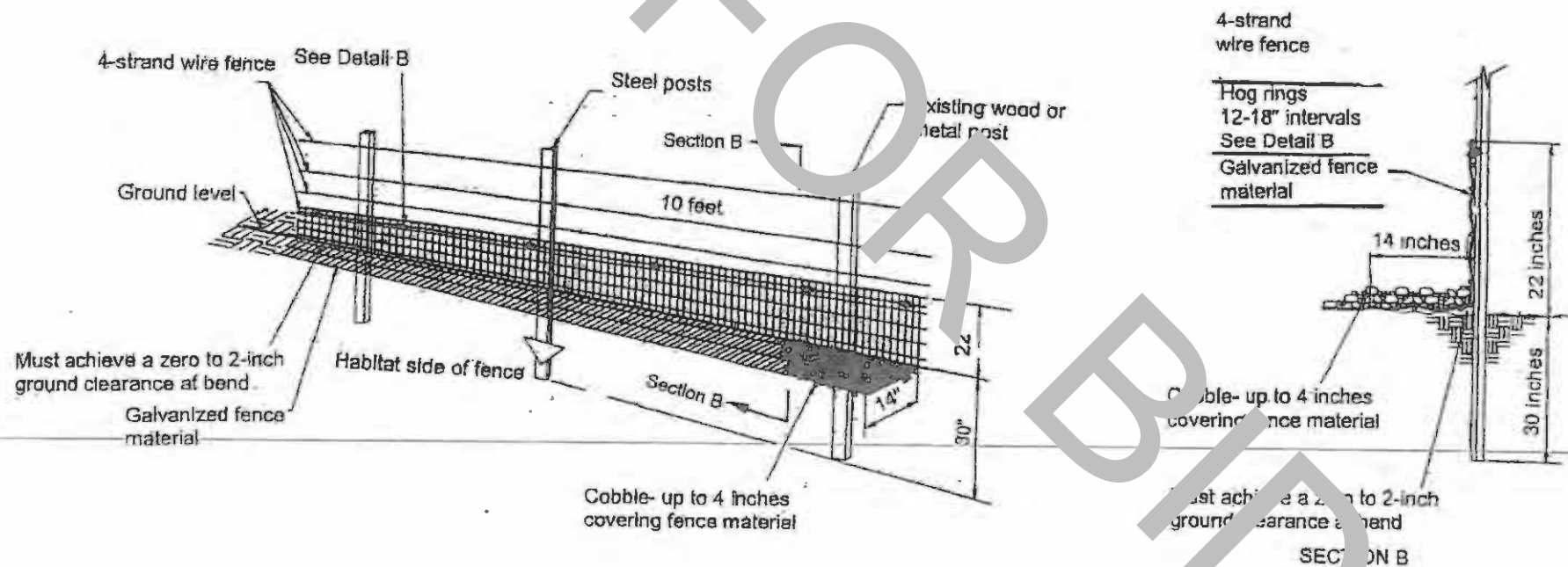
1. Ensure that fence posts and materials conform to the standards approved by the U.S. Fish and Wildlife Service.
2. Ensure that the height above ground level is no less than 18 inches and no higher than 24 inches.
3. Ensure that the depth of fence material below ground level is about 12 inches but no less than 6 inches. (See SECTION A above)
4. Install additional steel posts when span between existing fence posts exceed 10 feet.
5. Attach fence material to existing fence or wire using hog rings at 12-inch intervals.
6. Fasten fence material to posts with 3 tie wires with a wire near the top, bottom, and center of the fence material.
7. Backfill trenches with excavated material and compact the material.
8. Attach fence material to all gates. Ensure that clearance at base of gate achieves zero ground clearance.
9. Substitute smooth wire for barbed wire if additional support wires are necessary.
10. The number and placement of support wires may be modified to allow sheep and deer to pass safely.
11. Erection at the edge of the fence material where the fence crosses waterways may occur and requires appropriate and timely monitoring and repair.
12. Tie the fence into existing culverts and cattleguards when determined necessary to allow desert tortoise passage underneath roadways.

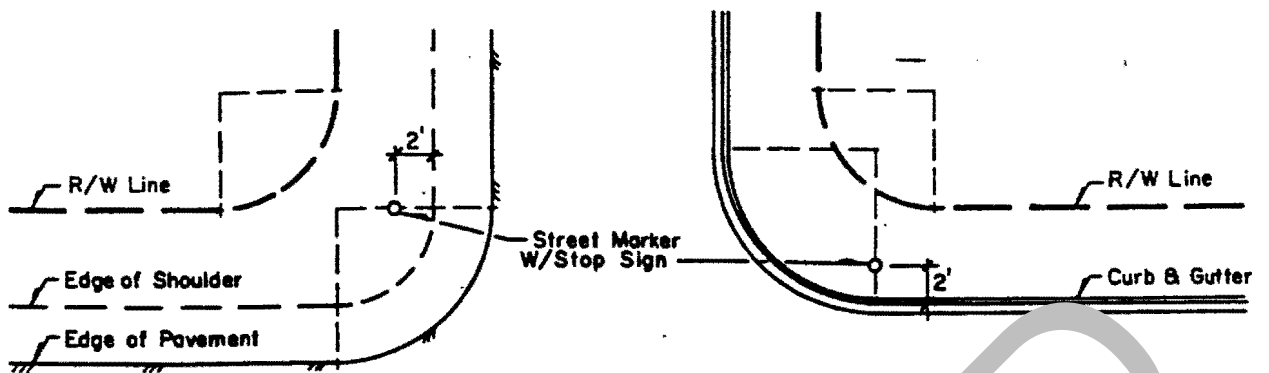


DETAIL B

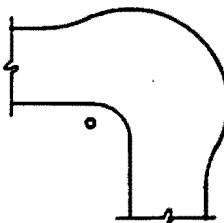
FOR BEDROCK OR CALICHE SUBSTRATE

1. Use this fence design (see below) only for that portion of the fence where fence material cannot be placed 6 inches below existing ground level due to presence of bedrock, large rocks or caliche substrate.
2. Ensure that the fence height above ground level is no less than 22 inches.
3. Ensure that there is a zero to 2-inch ground clearance at the bend.
4. Ensure that the bent portion of the fence is lying on the ground and pointed in the direction of desert tortoise habitat.
5. Cover the portion of the fence that is flush with the ground with cobble (rocks placed on top of the fence material to a vertical thickness up to 4 inches).
6. When substrate no longer is composed of bedrock or caliche, install fence using design shown above.

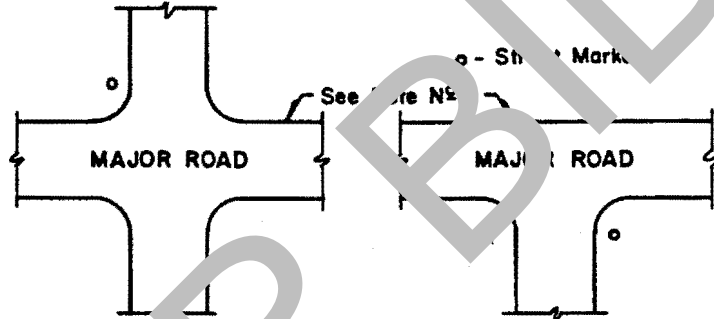




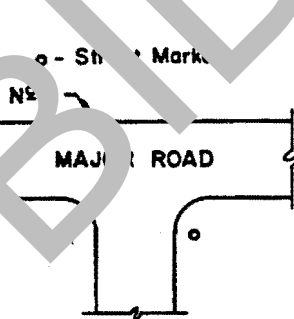
PLAN



L INTERSECTION



X INTERSECTION

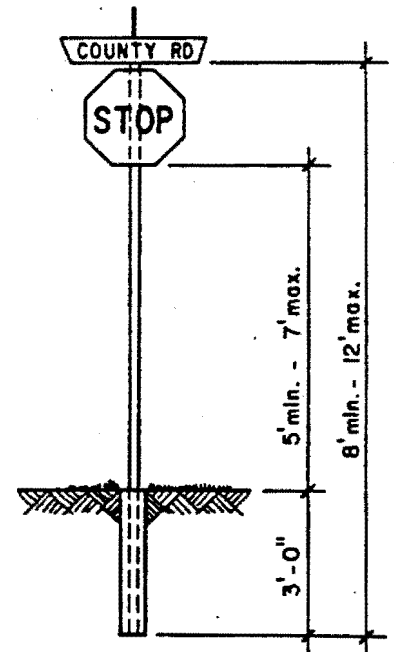


T INTERSECTION

TYPICAL LOCATION

NOTES:

1. Marker To Be Set On Corner Right Of Way.
2. Location Of Marker Shown Is Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Divided Into 4 Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Post To Accommodate A Stop Sign.



ELEVATION

SAN BERNARDINO COUNTY TRANS. DEPT.

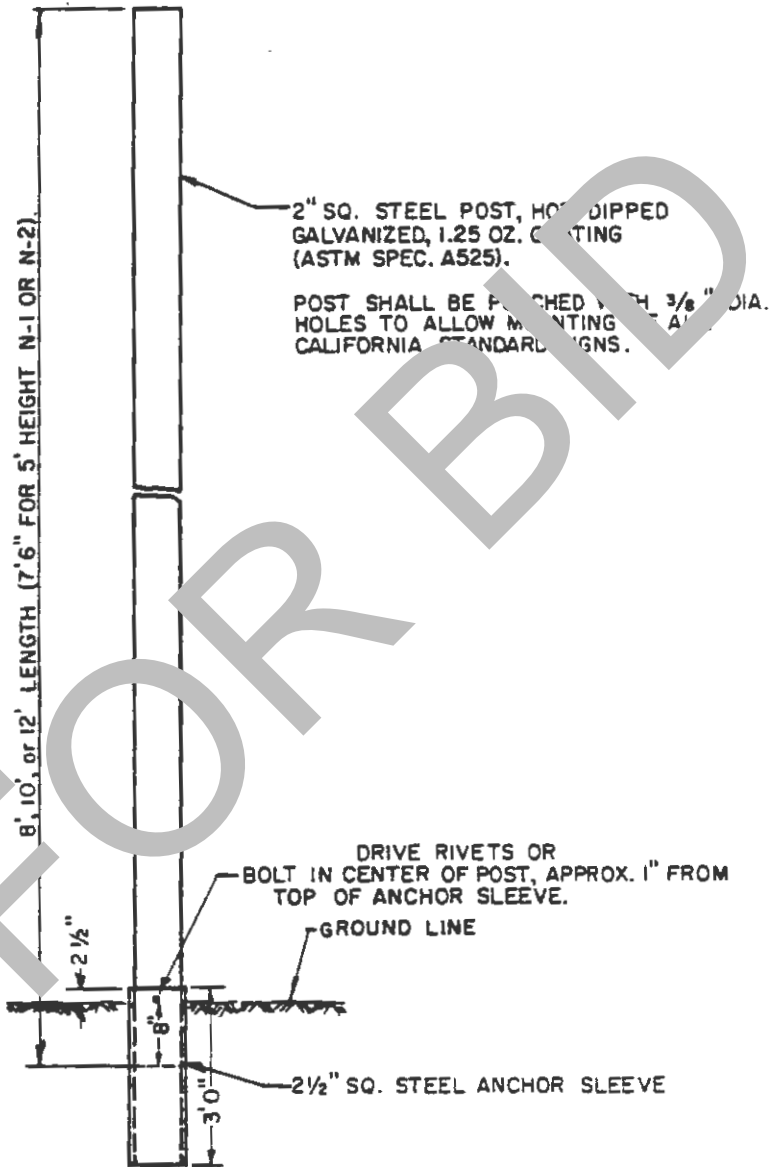
OCT. 5, 1993 v.h.c.

REV. 3/1/94

KEN A. MILLER
Director of Transportation

STREET MARKER

303a



NOTE

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

SAN BERNARDINO COUNTY ROAD DEPARTMENT

H.G. 1-71
R.O.D. 10-81

M. A. Nicholas
COUNTY ENGINEER

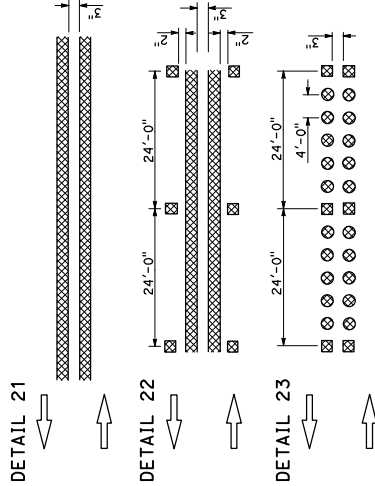
STREET MARKER
POST INSTALLATION

303b

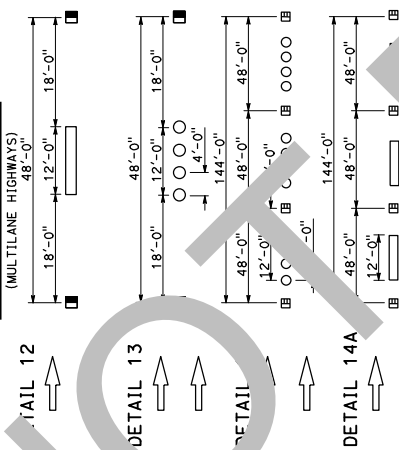
| | | | | |
|------|--------|-------|--------------------------|------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| | | | | |

Alfonso J. Lopez
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 No. 3-31-17
 CIVIL
 STATE OF CALIFORNIA
 THE STATE OF CALIFORNIA OR ITS OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

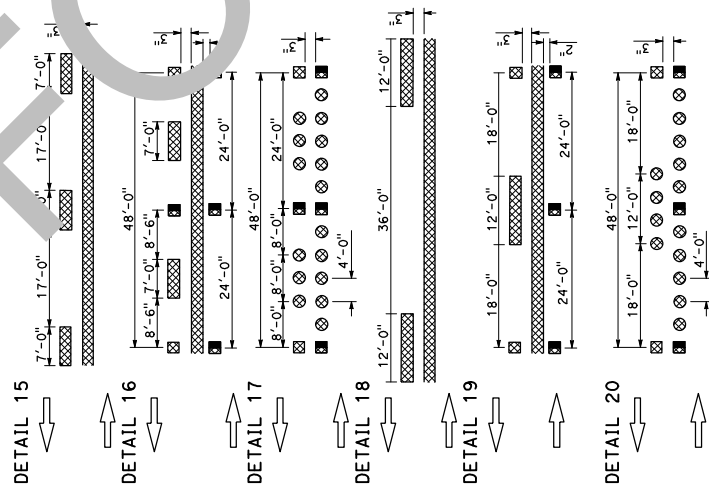
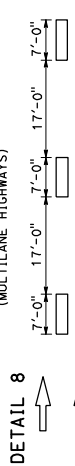
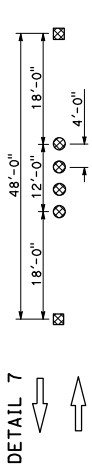
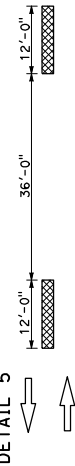
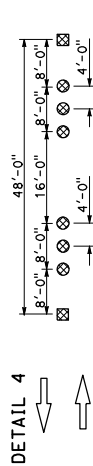
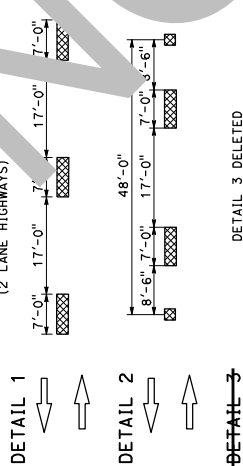
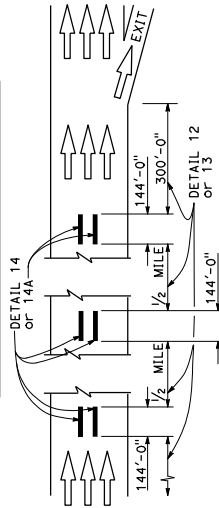
NO PASSING ZONES-TWO DIRECTION



LANELINES (Cont)

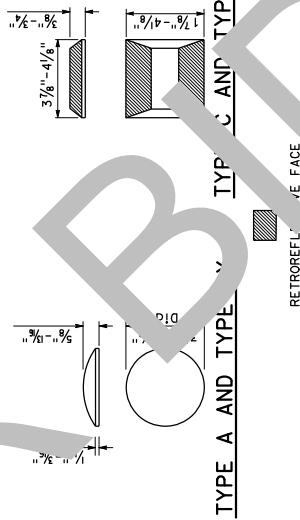


NO PASSING ZONES-ONE DIRECTION

CENTERLINES
(2 LANE HIGHWAYS)TYPICAL LANE LINE DELINEATION
IN ADVANCE OF EXIT RAMP

NOTE:
 Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

MARKER DETAILS



RETROREFLECTIVE FACE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
 AND TRAFFIC LINES
 TYPICAL DETAILS**

NO SCALE

A20A

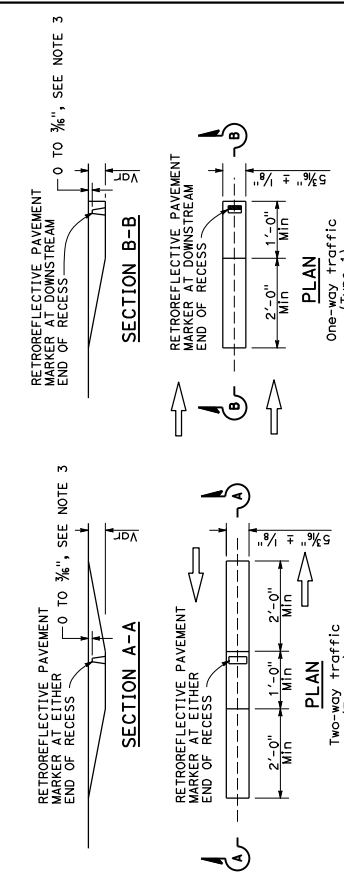
| | | | | |
|------|--------|-------|--------------------------|------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| | | | | |

REGISTERED CIVIL ENGINEER
 October 30, 2015
 No. 3-31-17
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THIS PLAN SHEET IS THE PROPERTY OF THE STATE OF CALIFORNIA. IT IS TO BE USED FOR THE PROJECT AND NO PART OF IT IS TO BE REPRODUCED OR COPIED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE STATE OF CALIFORNIA.

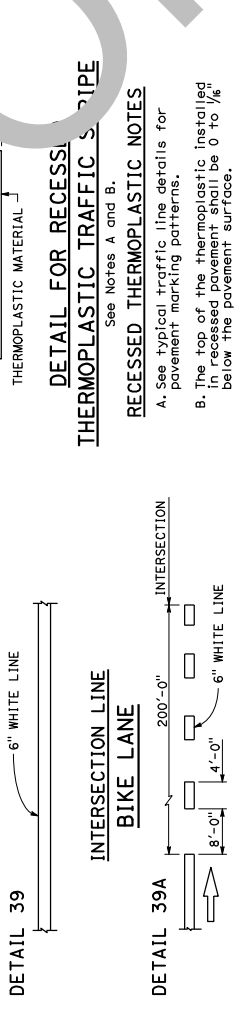
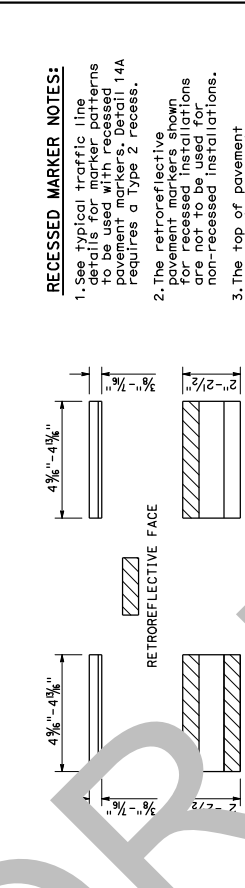
PROFESSIONAL ENGINEER
 AITFA FEROUZ
 No. 3-31-17
 CIVIL
 STATE OF CALIFORNIA

RECEIVED
 OCT 30 2015
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

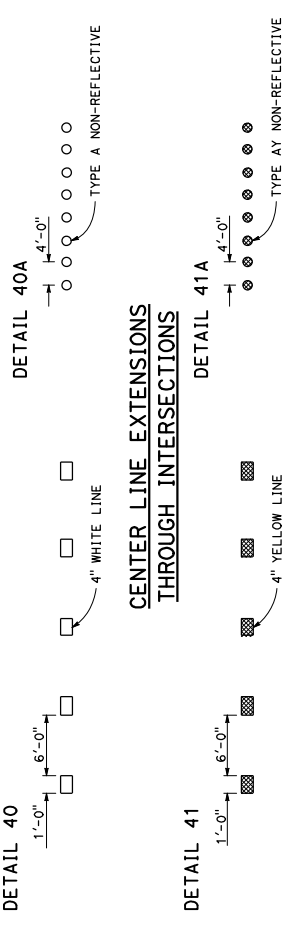
CHANNELIZING LINE
 DETAIL 38
 8" WHITE LINE
 24'-0"
 THROUGH TRAFFIC
 DETAIL 38A
 8" WHITE LINE
 24'-0"
 DETAIL 38B
 8" WHITE LINE
 24'-0"
 DETAIL 38C
 8" WHITE LINE
 24'-0"
 BIKE LANE LINE
 DETAIL 39
 6" WHITE LINE
 24'-0"
 INTERSECTION LINE
 DETAIL 39A
 8" WHITE LINE
 24'-0"
 CENTER LINE EXTENSIONS
 DETAIL 40
 1'-0"
 6'-0"
 4" WHITE LINE
 DETAIL 41
 1'-0"
 6'-0"
 4" YELLOW LINE



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



LANE LINE EXTENSIONS THROUGH INTERSECTIONS



PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

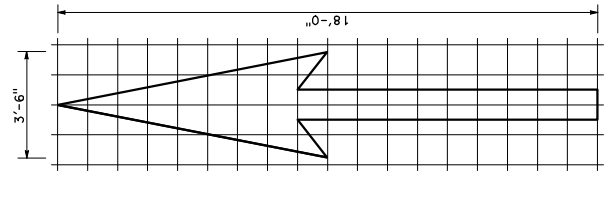
NO SCALE

A20D

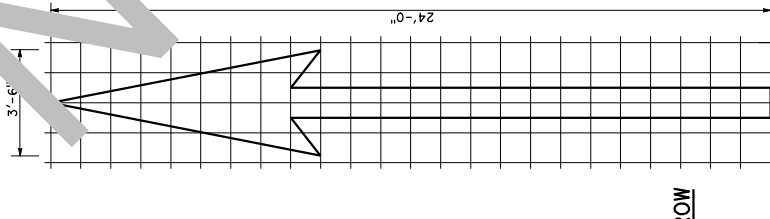
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

| | | | | |
|------|--------|-------|--------------------------|------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| | | | | |

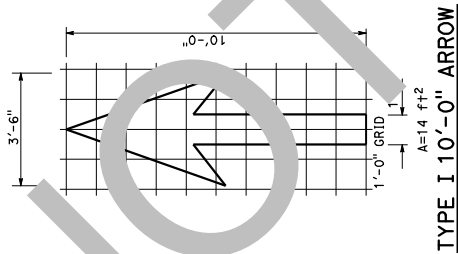
Alta Ferrouz
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF CALIFORNIA.



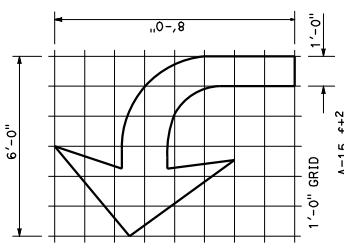
TYPE I 18'-0" ARROW



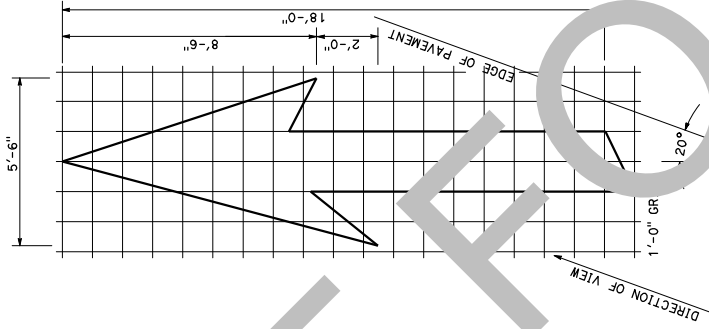
TYPE I 24'-0" ARROW



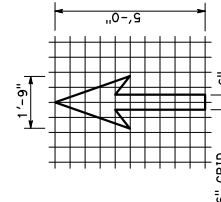
TYPE I 10'-0" ARROW



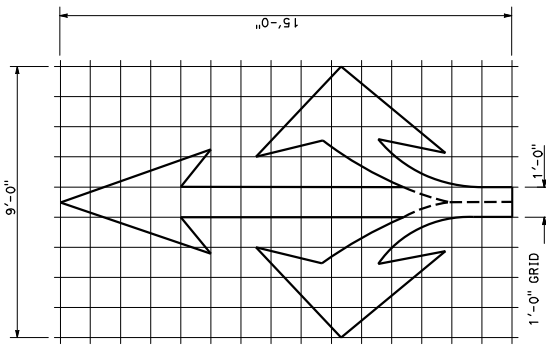
TYPE IV (L) ARROW
(For Type IV (R) arrow, use mirror image)



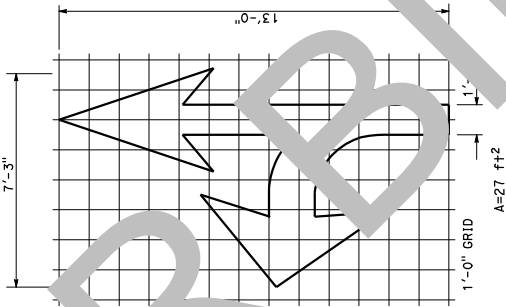
TYPE VII ARROW
Right lane drop arrow
(For left lane, use mirror image)



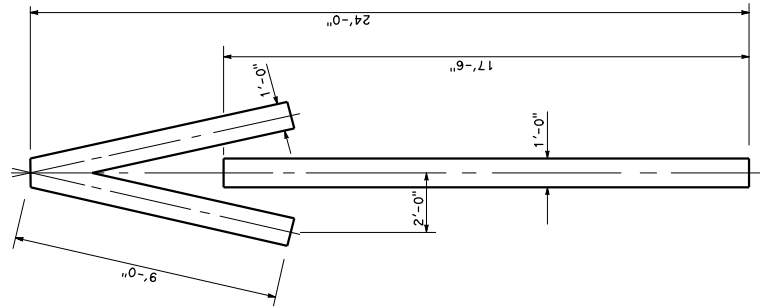
BIKE LANE ARROW



TYPE VIII ARROW



TYPE VII (L) ARROW
(For Type VII (R) arrow, use mirror image)



TYPE I ARROW

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS

NO SCALE

A24A

| | | | | |
|------|--------|-------|---------------|-------------|
| DIST | COUNTY | ROUTE | POST MILES | SHEET TOTAL |
| | | | TOTAL PROJECT | NO. SHEETS |

| | |
|--|--|
| | |
| October 30, 2015 REGISTERED CIVIL ENGINEER THE STATE OF CALIFORNIA DEPT. OF TRANSPORTATION THIS DRAWING WAS PREPARED BY THE OFFICE OF THE ENGINEER AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE COMPLETION OF THIS PLAN SHEET. | |

WATER

A=19 f+2

SLOW

A=23 f+2

VELOCITIES

A=24 f+2

WHEELS

f+2

WHEELS

A=43 f+2

WHEELS

A=43 f+2

WATER

A=21 f+2

SLOW

A=23 f+2

VELOCITIES

A=24 f+2

WHEELS

f+2

WHEELS

A=35 f+2

WHEELS

A=35 f+2

WATER

A=18 f+2

SLOW

A=23 f+2

VELOCITIES

A=24 f+2

WHEELS

f+2

WHEELS

A=32 f+2

WHEELS

A=32 f+2

WATER

A=6 f+2

SLOW

A=23 f+2

VELOCITIES

A=24 f+2

WHEELS

f+2

WHEELS

A=10 f+2

WHEELS

A=10 f+2

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

| WORD MARKINGS | | | |
|---------------|-----|----------|-----|
| ITEM | f+2 | ITEM | f+2 |
| XING | 21 | BIKE | 5 |
| AHEAD | 31 | SLOW | 23 |
| W | 19 | STOP | 22 |
| RIGHT | 26 | LEFT | 19 |
| HERE | 26 | VEHICLES | 42 |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

Dist

County

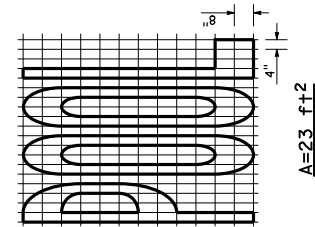
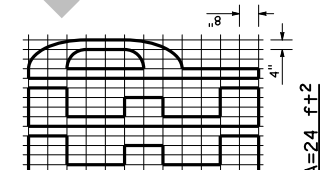
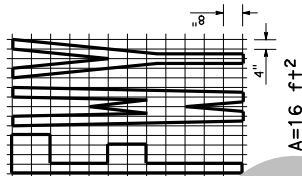
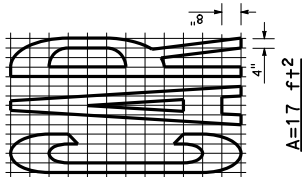
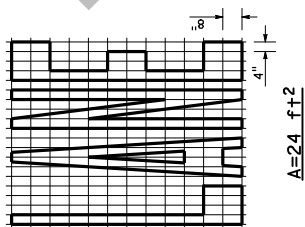
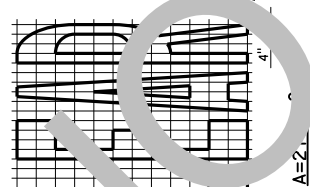
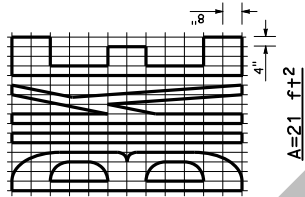
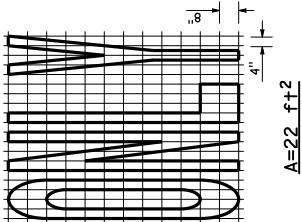
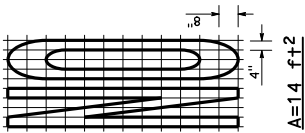
Route

Post Miles
Total Project

SHEET TOTAL
No. Sheets

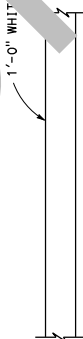
October 30, 2015
REGISTERED CIVIL ENGINEER
Aftab Ferouzi
THIS SEAL IS VALID FOR THE STATE OF CALIFORNIA FOR ITS OFFICIAL USE ONLY.
IT IS THE RESPONSIBILITY OF THE SEAL HOLDER TO MAINTAIN THE SEAL IN GOOD CONDITION AND TO PROVIDE COPIES OF THIS PLAN SHEET.

| WORD MARKINGS | | | | |
|---------------|-----|------|-----|--|
| ITEM | f+2 | ITEM | f+2 | |
| LANE | 24 | NO | 14 | |
| POOL | 23 | BIKE | 21 | |
| CAR | 17 | BUS | 20 | |
| CLEAR | 27 | ONLY | 22 | |
| KEEP | 24 | FWY | 16 | |

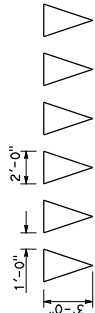


NOTES:

- If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting elements not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A30A and A30B.
- The words "NO PARKING" shall be painted in white letters no less than 1/2" on a contrasting background and located so that it is visible to traffic enforcement officials.



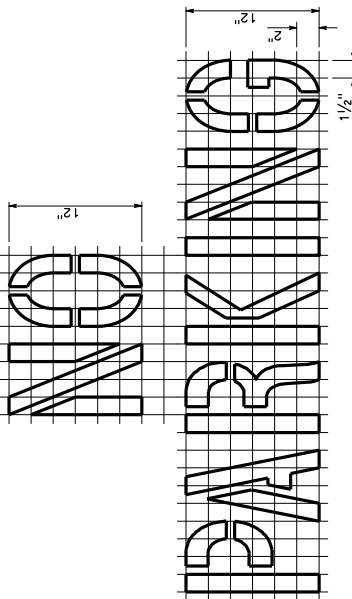
LIMIT LINE (STOP LINE)



WHITE SERIES OF ISOSCELES TRIANGLES



YIELD LINE



A=2 f+2
See Notes 6 and 7

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES

NO SCALE

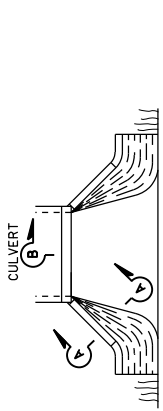
A24E

| | | | | |
|------|--------|-------|-----------------------------|---------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| | | | | |

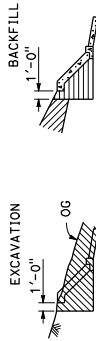
REGISTERED CIVIL ENGINEER
 October 30, 2015
 No. C59216
 Exp. 8-30-16
 STATE OF CALIFORNIA
 CIVIL
 ENGINEER

October 30, 2015
 REGISTERED CIVIL ENGINEER
 No. C59216
 Exp. 8-30-16
 STATE OF CALIFORNIA
 CIVIL
 ENGINEER

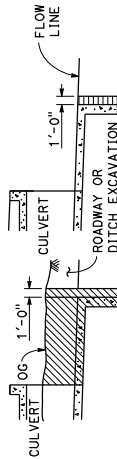
THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
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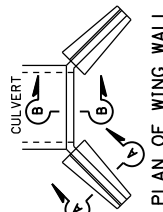
PLAN OF WING WALL



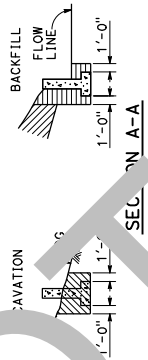
SECTION A-A



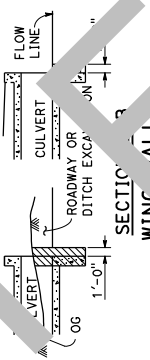
SECTION B-B
 WARPED WING WALLS



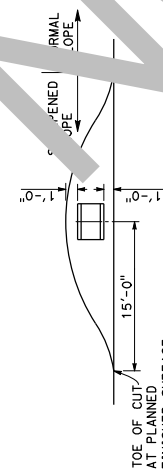
PLAN OF WING WALL



SECTION A-A

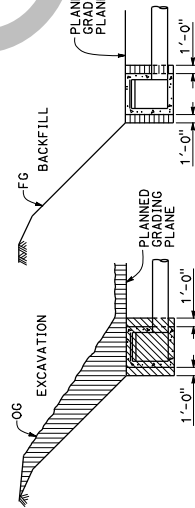


SECTION B-B
 WING WALLS



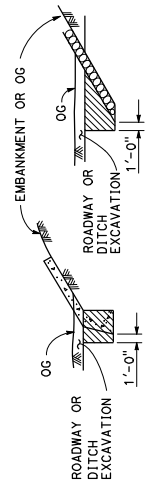
PLAN

See Note 2



SECTION

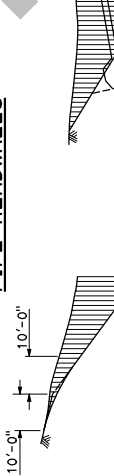
RECESSES AT DRAINAGE INLETS



SLOPE PROTECTION

See Note 3

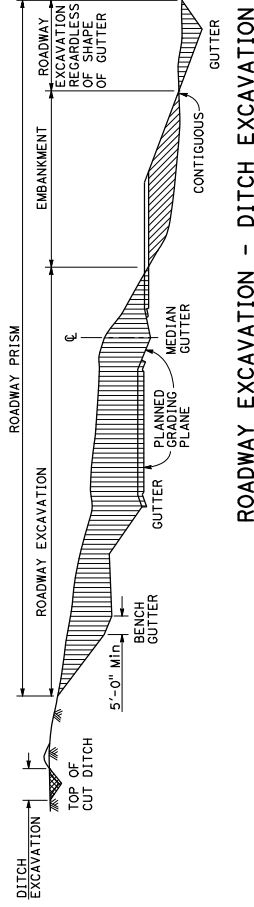
PIPE HEADWALLS



SLOPE ROUNDING



PAVED OR LINED DITCH



ROADWAY EXCAVATION - DITCH EXCAVATION

NOTES:

1. This drawing indicates the work to be done and limits of payment for:
 Roadway Excavation
 Ditch Excavation
 Structure Excavation for Slope Protection
2. Slopes and dimensions may vary to fit field conditions.
3. Top limit of structure excavation is original ground if ditch is not excavated.

LEGEND

- STRUCTURE EXCAVATION
- ROADWAY EXCAVATION
- STRUCTURE BACKFILL
- ROADWAY BACKFILL
- DITCH EXCAVATION
- SLOPE PROTECTION

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

EXCAVATION AND BACKFILL
 MISCELLANEOUS
 DETAILS

NO SCALE

A 62A

| | | | | |
|------|--------|-------|-----------------------------|---------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| | | | | |

| | |
|--|--|
| Devin Singh REGISTERED CIVIL ENGINEER No. C50470 Exp. 6-30-17 STATE OF CALIFORNIA | |
| EXPIRATION DATE JANUARY 20, 2017 DIVISION CIVIL THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED FOR ALL WORK. THE SEAL AND SIGNATURE OF THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR THE COMPLETION OF THIS PLAN SHEET. | |

TO ACCOMPANY PLANS DATED _____

TABLE 1

| TAPER LENGTH CRITERIA AND CHANNELLIZING DEVICE SPACING | | | | | | | | | |
|--|---|--------------|-----------------|---|---------|---------|----------|------|--|
| SPEED (S) | MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W) | | | MAXIMUM CHANNELLIZING DEVICE SPACING | | | | | |
| | | | | X | | Y | | Z ** | |
| | TANGENT 2L | MERGING L | SHIFTING L/2 | TAPER L/3 | TANGENT | TANGENT | CONFLICT | | |
| mph | ft | ft | ft | ft | ft | ft | ft | | |
| 20 | 160 | 80 | 40 | 27 | 20 | 40 | 10 | | |
| 25 | 250 | 125 | 63 | 42 | 25 | 50 | 12 | | |
| 30 | 360 | 180 | 90 | 60 | 30 | 60 | 15 | | |
| 35 | 490 | 245 | 123 | 82 | 35 | 70 | 17 | | |
| 40 | 640 | 320 | 160 | 107 | 40 | 80 | 20 | | |
| 45 | 1080 | 540 | 270 | 180 | 45 | 90 | 22 | | |
| 50 | 1200 | 600 | 300 | 200 | 50 | 100 | 25 | | |
| 55 | 1320 | 660 | 330 | 220 | 50 | 100 | 25 | | |
| 60 | 1440 | 720 | 360 | 240 | 50 | 100 | 25 | | |
| 65 | 1560 | 780 | 390 | 260 | 50 | 100 | 25 | | |
| 70 | 1680 | 840 | 420 | 280 | 50 | 100 | 25 | | |
| 75 | 1800 | 900 | 450 | 300 | 50 | 100 | 25 | | |

* - For other offsets, use the following merging taper length formula for L:
For speed of 40 mph or less, $L = WS^2/60$
For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

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

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

TABLE 2

| LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING | | | | |
|---|-----------------|-----|-----|-----|
| SPEED (S) | DOWNGRADE Min D | *** | | |
| | | -3% | -6% | -9% |
| 20 | 115 | ft | ft | ft |
| 25 | 155 | 158 | 165 | 173 |
| 30 | 200 | | 215 | 227 |
| 35 | 250 | 259 | 271 | 287 |
| 40 | 300 | 315 | 333 | 354 |
| 45 | 350 | 378 | 400 | 427 |
| 50 | 425 | 446 | 474 | 507 |
| 55 | 495 | 520 | 553 | 593 |
| 60 | 570 | 598 | 638 | 686 |
| 65 | 645 | 682 | 728 | 785 |
| 70 | 720 | 771 | 825 | 891 |
| 75 | 800 | | | 903 |

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

| ADVANCE WARNING SIGN SPACING | | | | |
|------------------------------------|--------------------------|------|-----|------|
| ROAD TYPE | DISTANCE BETWEEN SIGNS * | | | |
| | A | B | C | |
| URBAN - 25 mph OR LESS | ft | ft | ft | ft |
| URBAN - MORE THAN 25 mph TO 40 mph | 100 | 100 | 100 | 100 |
| URBAN - MORE THAN 40 mph | 250 | 250 | 250 | 250 |
| RURAL | 350 | 350 | 350 | 350 |
| EXPRESSWAY / FREEWAY | 500 | 500 | 500 | 500 |
| | 1000 | 1500 | | 2640 |

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES SCALE

RSP T9 DATED JANUARY 20, 2017 SUPERSEDES STANDARD PLAN T9
DATE: OCTOBER 30, 2015 PAGE 249 OF THE STANDARD PLANS BOOK 2015.

REVISION STANDARD PLAN RSP T9

TRAFFIC CONTROL SYSTEM FOR PLANE CLOSURE ON TWO PLANE CONVENTIONAL HIGHWAYS

NO SCALE

T13

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

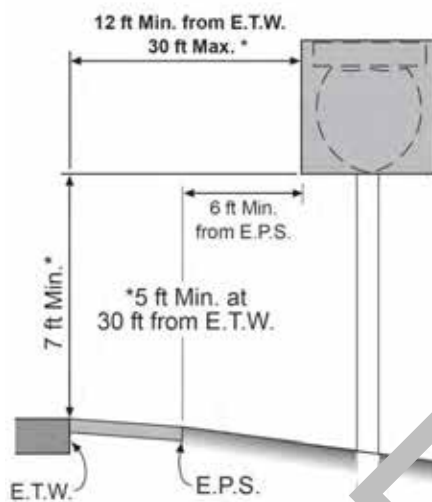
NOTES:

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

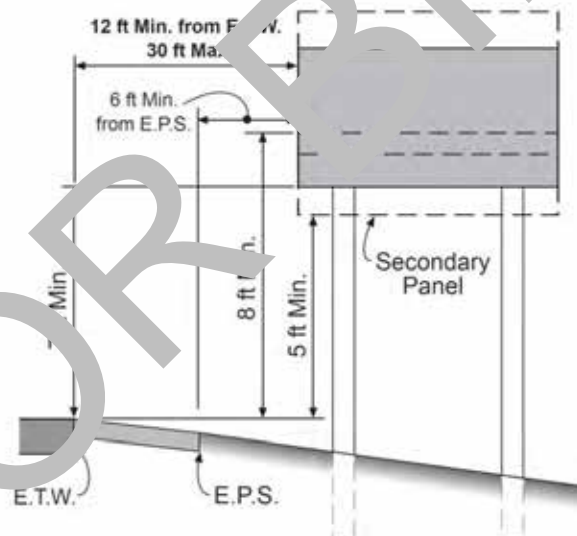
Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way. When appropriate, signs for opposing directions shall be placed back to back.

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

FREEWAY AND EXPRESSWAY LOCATIONS

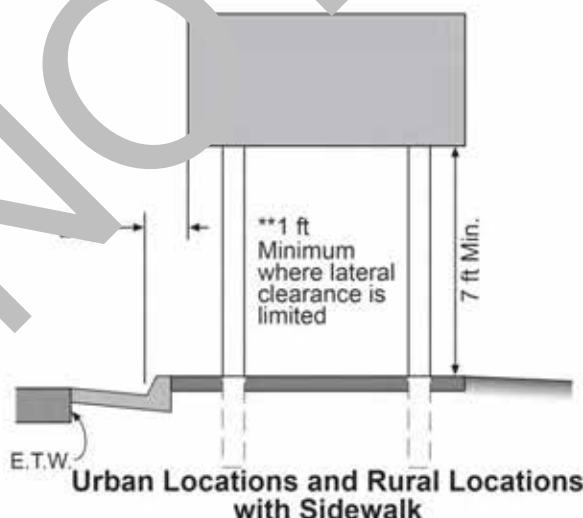


**ROUTE SHIELDS
REGULATORY AND WARNING SIGNS**

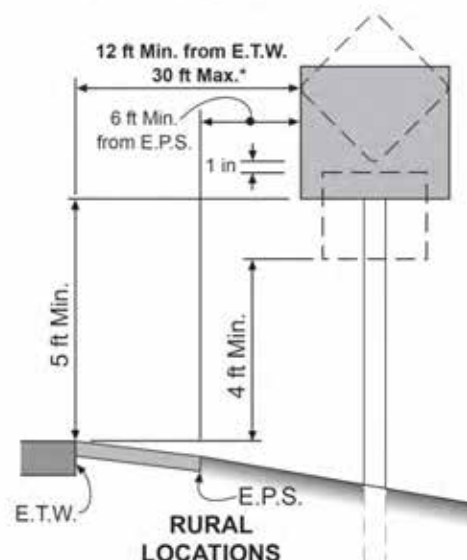


GUIDE SIGNS

CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS

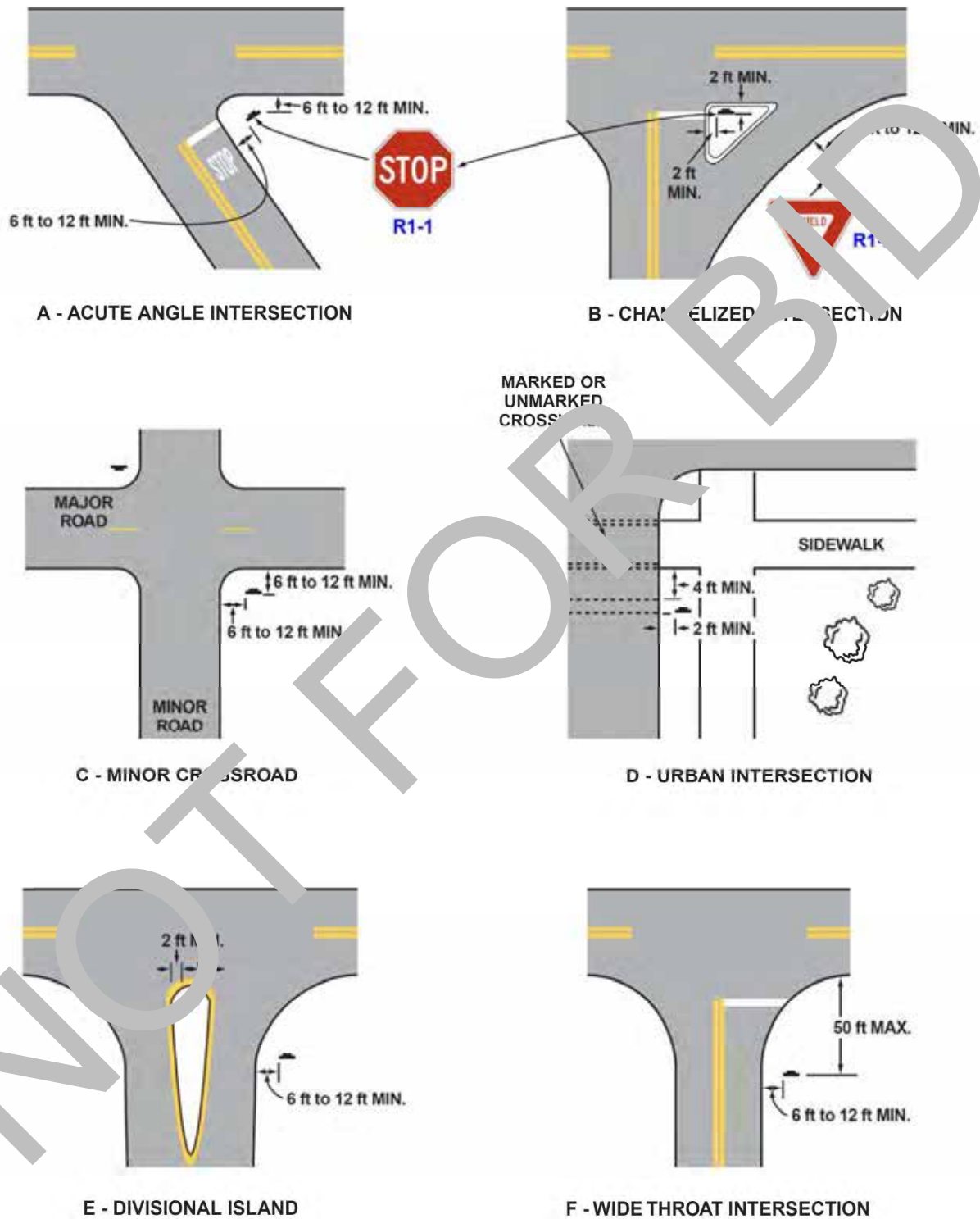


**Urban Locations and Rural Locations
with Sidewalk**



**RURAL
LOCATIONS**

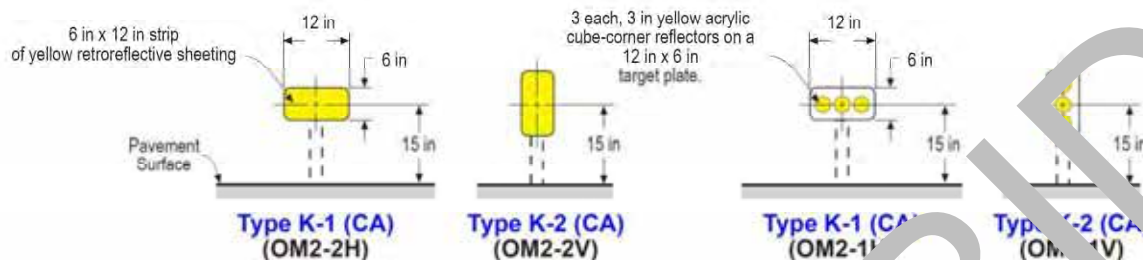
Figure 2A-3. Examples of Locations for Some Typical Signs at Intersections



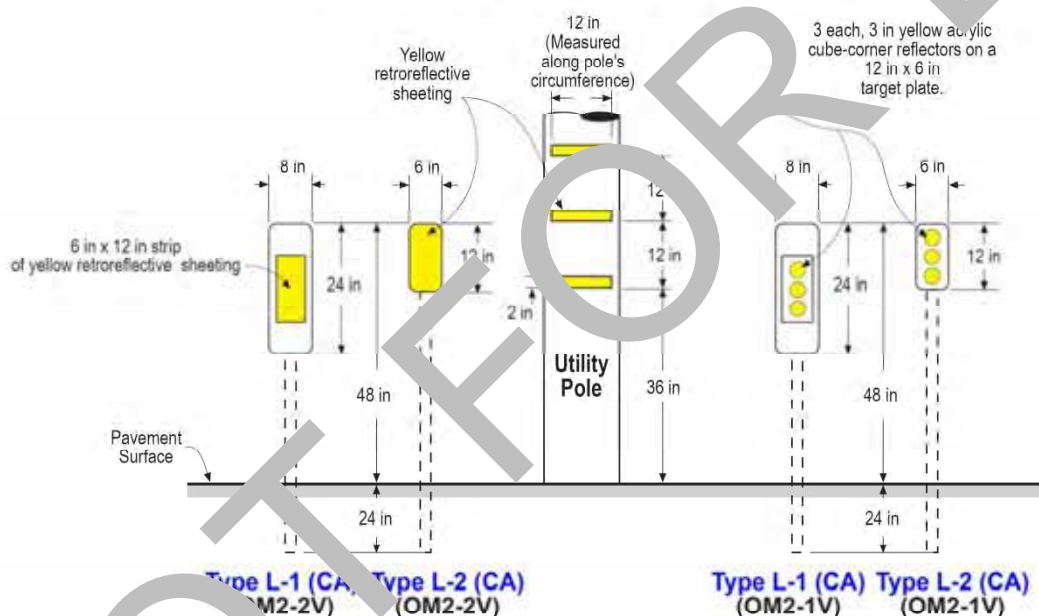
Note: Lateral offset is a minimum of 6 feet measured from the edge of the shoulder, or 12 feet measured from the edge of the traveled way. See Section 2A.19 for lower minimums that may be used in urban areas, or where lateral offset space is limited.

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

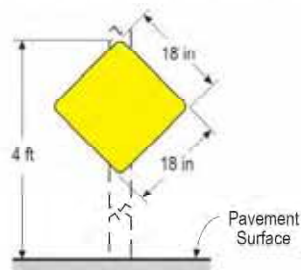
Type K (CA) Object Marker (Type 2)
(obstructions adjacent to the roadway)



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



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

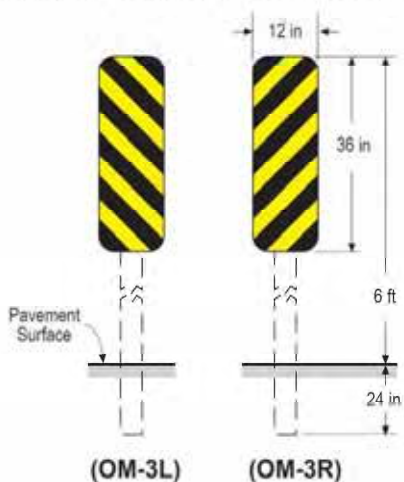


Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)

NOT TO SCALE

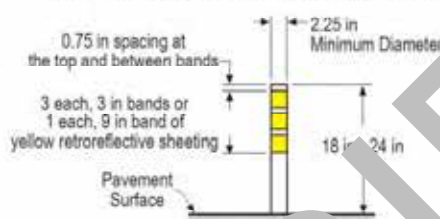
Figure 2C-13 (CA). California Object Markers (Sheet 2 of 2)

Type P (CA) Object Marker (Type 3)
(obstructions adjacent to the roadway)



NOT TO SCALE

Type Q (CA) Object Marker (Type 1)
(obstructions within the roadway)



Type R (CA) Object Marker (Type 1)
(obstructions within the roadway)

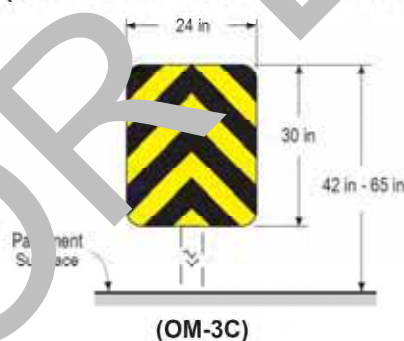
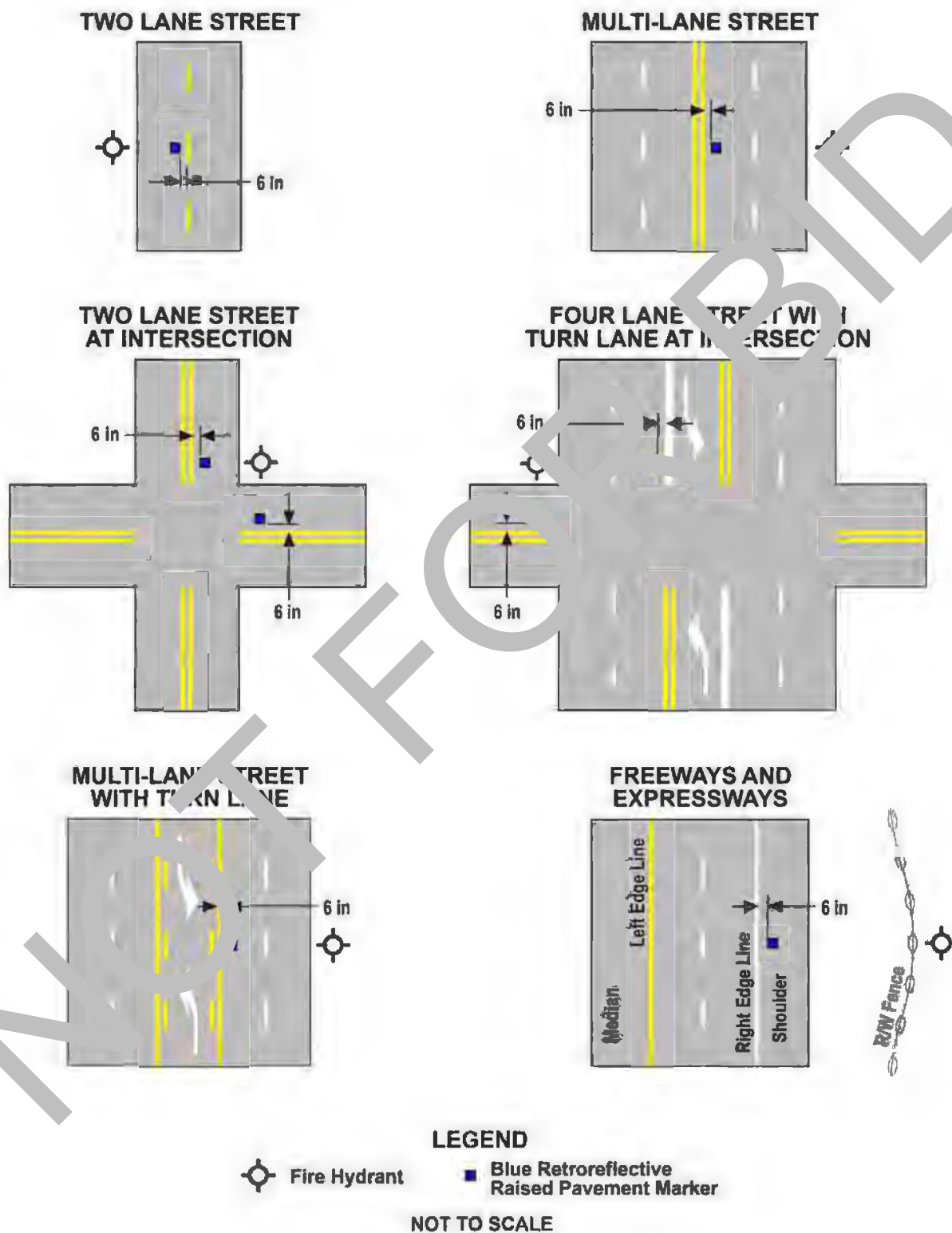


Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers



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

Standard:

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

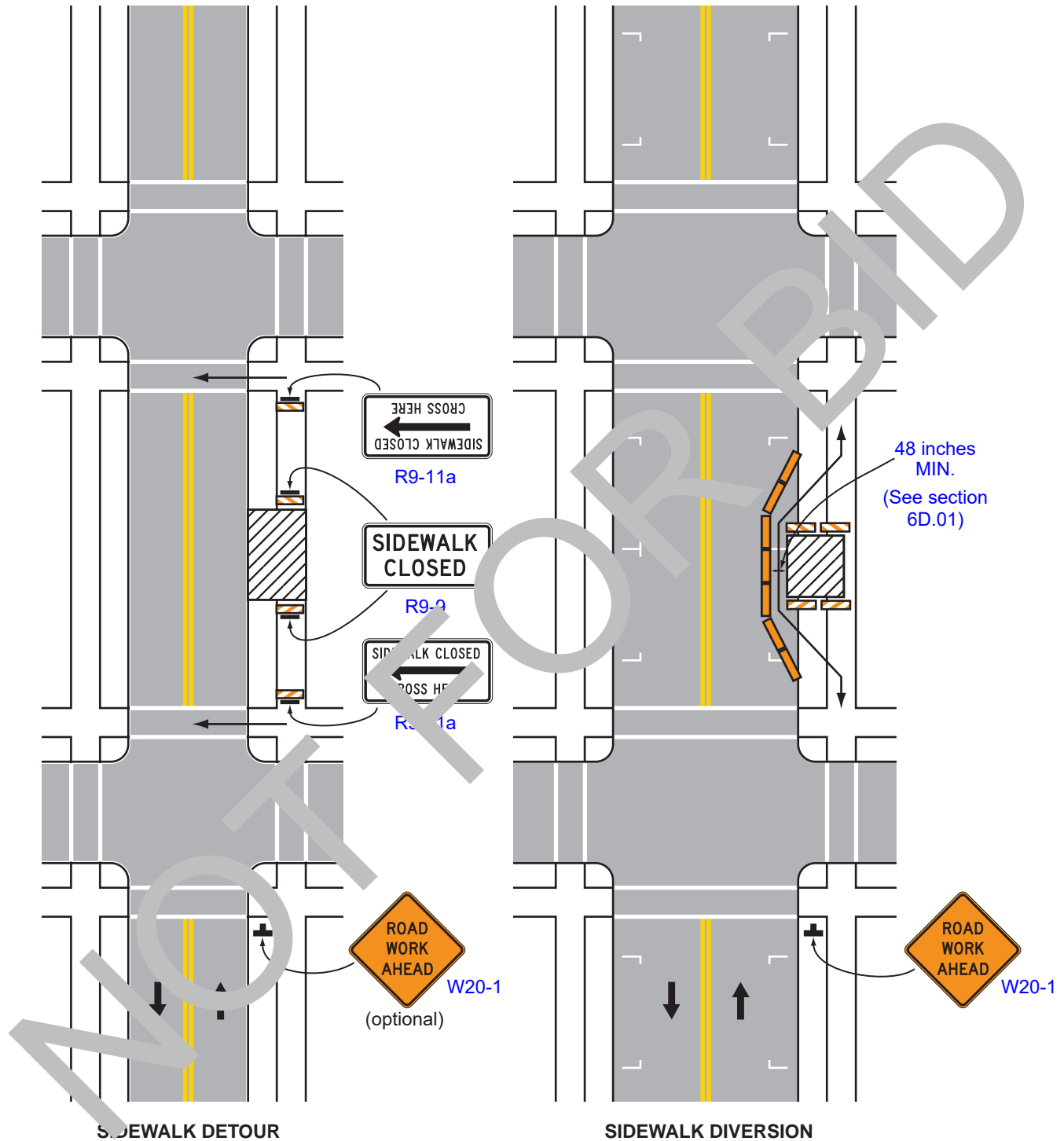
Guidance:

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

Option:

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

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



Typical Application 28

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

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

Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
2. ~~Curb parking shall be prohibited for at least 50 feet in advance of the midblock crosswalk.~~

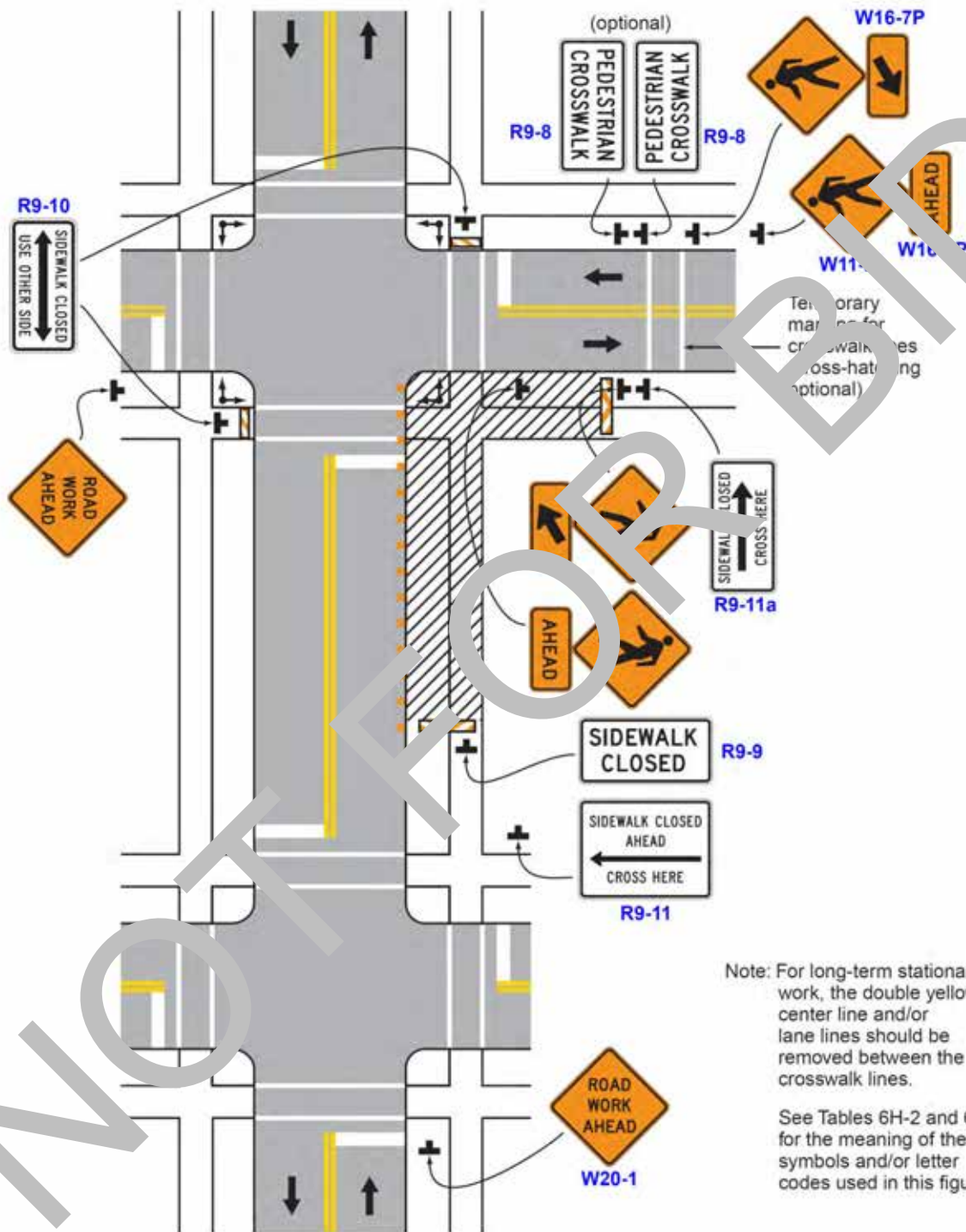
Guidance:

2. *Parking should be prohibited in advance of mid-block crosswalks. Mid-block crosswalks should be avoided, when possible. See Section 3B.18.*
3. *Audible information devices should be considered where midblock closings and changes in crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.*
4. *Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.*

Option:

5. Street lighting may be considered.
6. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
7. For nighttime closures, Type A Flashing warning lights may be used on barricades supporting signs and closing sidewalks.
8. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the work space from vehicular traffic.
9. In order to maintain the systematic use of the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in TTC zones.

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



Typical Application 29

CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

Section 6D.01 Pedestrian Considerations

Support:

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

Standard:

02 **The various TTC provisions for pedestrian and worker safety set forth in Part 6 shall be applied by knowledgeable (for example, trained and/or certified) persons after appropriate evaluation and engineering judgment.**

03 **Advance notification of sidewalk closures shall be provided by the maintaining agency.**

04 **If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.**

Option:

05 If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

Support:

06 It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

Guidance:

07 *The following three items should be considered when planning for pedestrians in TTC zones:*

A. *Pedestrians should not be led into conflicts with vehicles, equipment, and operations.*

B. *Pedestrians should not be led into conflicts with vehicles moving through or around the worksite.*

C. *Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).*

08 *A pedestrian route should not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.*

09 *Consideration should be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt clearing the worksite or making a midblock crossing.*

Support:

10 Figures 6H-28 and 6H-29 show typical TTC device usage and techniques for pedestrian movement through work zones.

Guidance:

11 *To accommodate the needs of pedestrians, including those with disabilities, the following considerations should be addressed when temporary pedestrian pathways in TTC zones are designed or modified:*

A. *Provisions for continuity of accessible paths for pedestrians should be incorporated into the TTC plan.*

B. *Access to transit stops should be maintained.*

C. *A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11).*

D. *The width of the existing pedestrian facility should be provided for the temporary facility if practical. Traffic control devices and other construction materials and features should not intrude into the usable width of the*

sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space should be provided at least every 200 feet to allow individuals in wheelchairs to pass.

E. Blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment should be used to determine if pedestrian signals or accessible pedestrian signals should be considered for crossings along an alternate route.

F. When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a long cane can follow it. These detectable edgings should comply with the provisions of Section 6F.74.

G. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.

Option:

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

Guidance:

13 Fencing should not create sight distance restrictions for road users. Fences should not be constructed of materials that would be hazardous if impacted by vehicles. Wooden railing, fencing, and similar systems placed immediately adjacent to motor vehicle traffic should not be used as substitutes for crashworthy temporary traffic barriers.

14 Ballast for TTC devices should be kept to the minimum amount needed and should be mounted low to prevent penetration of the vehicle windshield.

15 Movement by work vehicles and equipment across designated pedestrian paths should be minimized and, when necessary, should be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths should be avoided since it encourages movement of workers, equipment, and materials across the pedestrian path.

16 Access to the work space by workers and equipment across pedestrian walkways should be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.

Option:

17 A canopied walkway can be used to protect pedestrians from falling debris, and to provide a covered passage for pedestrians.

Guidance:

18 Covered walkways should be sturdily constructed and adequately lighted for nighttime use.

19 When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration should be given to separating them by a temporary traffic barrier.

20 If a temporary traffic barrier is used to shield pedestrians, it should be designed to accommodate site conditions.

Support:

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

Standard:

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

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

Option:

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

Support:

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

Guidance:

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

Support:

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

Guidance:

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

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

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

Support:

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

32 Additional information on this topic can be found in publication titled "Pedestrian Considerations for California Temporary Traffic Control Zones on Caltrans' following web link:
<http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>

Section 6D.02 Accessibility Considerations

Support:

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

Guidance:

02 *The extent of pedestrian needs should be determined through engineering judgment or by the individual responsible for each TTC zone situation. Adequate provisions should be made for pedestrians with disabilities.*

Standard:

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

Support:

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

Guidance:

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

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

Support:

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

Guidance:

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

Section 6D.03 Worker Safety Considerations

Support:

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

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

Guidance:

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

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

SCHOOL

SW24-1(CA)

SW24-2(CA)

W16-5P

OR

W16-6P

School Crosswalk Warning
Assembly B (CA)

School Speed Limit
Assembly C (CA)

SCHOOL
SPEED LIMIT
25
WHEN CHILDREN ARE PRESENT

STATE LAW
YIELD TO PEDESTRIANS

School Crosswalk Warning
Assembly E (CA)

AHEAD

SW24-3(CA)

OR

S1-1

200 FT

W16-2aP

R

20 FEET

W16-2P

OR

→

W16-5P

OR

↘

W16-6P

School Advance Warning
Assembly D (CA)

S3-1

S3-2

S4-5

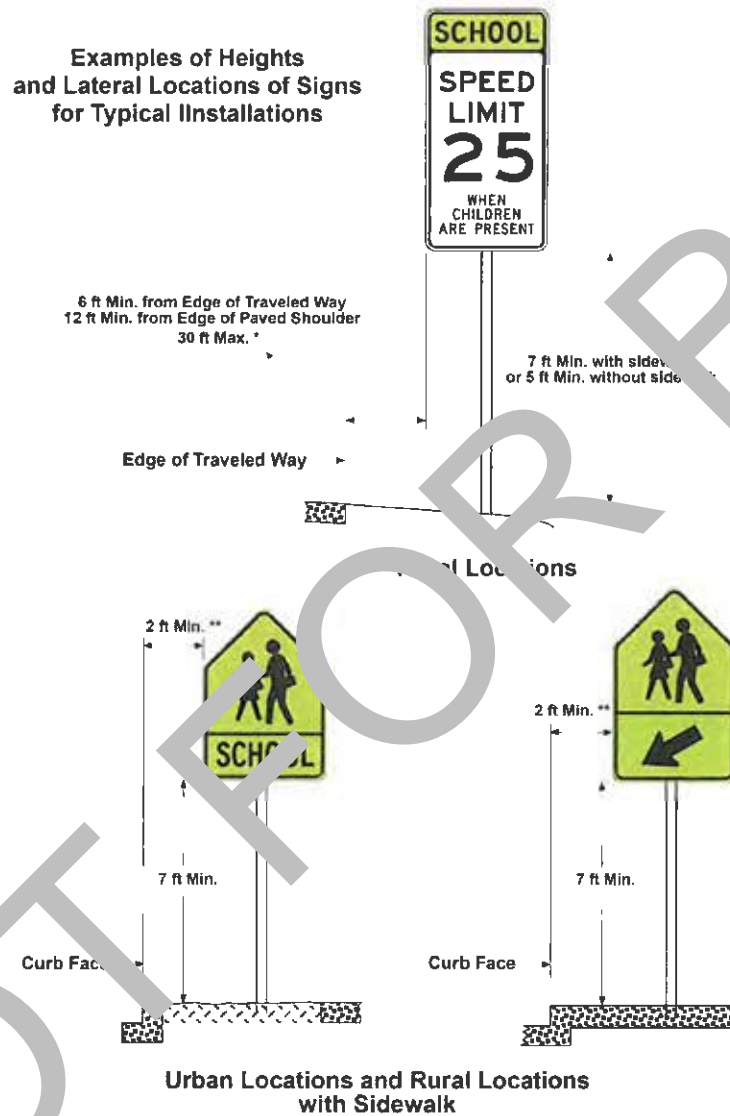
S4-5a

END SCHOOL SPEED LIMIT

S5-3

Figure 7B-1(CA). School Area Signs (Sheet 2 of 2)

Examples of Heights
and Lateral Locations of Signs
for Typical Installations



NOTE

- (*) When clear roadside recovery areas are provided, signs shall be placed as far from the edge of traveled way as possible, up to a maximum of 30 ft. When possible they shall be placed in locations less likely to be hit by a vehicle leaving the traveled way. Signs should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way.
- (**) In urban areas, where sidewalk width is limited or existing poles are close to the curb, a clearance of 1 ft from the curb face is permissible.

BIDDER: _____

PROPOSAL

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

For Construction On

**NEEDLES HIGHWAY - SEGMENT 1B
500' South of Park Road to 1 Mile North**

**LENGTH: 1 Mile
WORK ORDER: H14876
AREA: Needles
ROAD NO.: 588575 030**

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENT AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS 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.

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

PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

IMPORTANT

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

1

Proposal – Assemble all pages in same numbering sequence as original.

- ☐ Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- ☐ Unit Prices are entered for all bid items (or Alternate bid items).
- ☐ Corrections or changes to the bid document are initialed.
- ☐ Subcontractors, if any, are listed
- ☐ Public Contract Code Section 10285.1 Statement is executed
- ☐ Public Contract Code Section 10162 Questionnaire is completed
- ☐ Noncollusion Declaration is executed and submitted with bid.
- ☐ Bidder Information is completed and correct
- ☐ Proposal is complete and signed by authorized company representative.

2

Addendums, if any, are acknowledged. (Formal – sent by facsimile and mail)

- ☐ "Bidder's Certification" (Just the Certification page) are executed and attached.

3

Bidder's Security.

- ☐ 10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
- ☐ If Bidder's Bond, surety signature is notarized.
- ☐ If Bidder's Bond, surety power of attorney is attached.

4

ePRO.

- ☐ Registered as a Vendor in the ePro System prior to date and time to receive bid.
- ☐ If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.

5

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).

DIR Registration Number identified for Bidder and all subcontractors.

Bidder: _____

Project: **Various Roads (See Below)**

W.O.#: **(See Below)**

Limits: **Various Roads (See Below)**

| Item No. | Approx. Quant. | Meas. Unit | Item Description | Unit Price | Total |
|----------|----------------|------------|------------------|------------|-------|
|----------|----------------|------------|------------------|------------|-------|

| | | | | | |
|----|--------|------|--|----|----|
| 1 | 30,000 | F.A. | Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts) | \$ | \$ |
| 2 | 1 | L.S. | Environmental Mitigation Measures | \$ | \$ |
| 3 | 1 | L.S. | Water Pollution Control Program | \$ | \$ |
| 4 | 1 | L.S. | Mobilization | \$ | \$ |
| 5 | 1 | L.S. | Traffic Control System | \$ | \$ |
| 6 | 20,300 | S.Y. | Pulverize Asphalt Concrete Surfacing | \$ | \$ |
| 7 | 3 | EA. | Portable Changeable Message Sign | \$ | \$ |
| 8 | 550 | S.Y. | Cold Plane Asphalt Concrete Pavement | \$ | \$ |
| 9 | 1 | L.S. | Develop Water Supply | \$ | \$ |
| 10 | 110 | STA. | Shoulder Backing | \$ | \$ |
| 11 | 1 | L.S. | Finishing Roadway | \$ | \$ |
| 12 | 6,900 | TON | Asphalt Concrete (Type A) | \$ | \$ |
| 13 | 900 | C.Y. | Asphalt Concrete (4 feet Deep Cut Off Wall) | \$ | \$ |
| 14 | 4 | EA. | Roadside Sign (Metal Post) | \$ | \$ |
| 15 | 10,300 | L.F. | Tortoise Baffle (Type WM, Metal Post) | \$ | \$ |
| 16 | 10,485 | L.F. | Paint 4" wide Traffic Stripe (2-Coat) | \$ | \$ |
| 17 | 610 | L.F. | Paint 8" wide Traffic Stripe (2-Coat) | \$ | \$ |
| 18 | 6,281 | L.F. | Paint Double 4" wide Yellow Traffic Stripe (2-Coat) | \$ | \$ |
| 19 | 45 | S.F. | Pavement Marker (Recessed-Retroreflective-Type D and G) | \$ | \$ |
| 20 | 284 | S.F. | Paint Pavement Marking (2-Coat) | \$ | \$ |

Schedule A Subtotal:

Additive No. 1 (Includes adding 2% Cement Treated Base to Pulverized Asphalt Concrete Surfacing)

| | | | | | |
|----|--------|------|--|----|----|
| 21 | 20,300 | S.Y. | 2% Cement Treated Subgrade (0.40' Thk) | \$ | \$ |
|----|--------|------|--|----|----|

Schedule B Subtotal:

PROJECT TOTAL: \$

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

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

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

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

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

BIDDER _____

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

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

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

SUBCONTRACTORS LIST

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: () _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

has ☐ Check One has not ☐

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Yes ☐

2

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

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

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

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

9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 9100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from 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.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The

public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

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

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

20104.

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract or the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

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

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees and expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 1.1

Mediation, Performance, Payment

20104.10

(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.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ [title] of _____ [name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement or communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

_____ [date], at _____ [city], _____ [state].

Print Name

Signature - REQUIRED

NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.

Bidders are reminded that this declaration must be signed under penalty of perjury.

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

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

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

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

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

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

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

Accompanying this proposal is _____

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

NOTICE: If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

License No.: _____ Expiration Date: _____

Dept. of Industrial Relations Reg. No.: _____ Federal Identification No.: _____

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder satisfies all of the requirements identified in said documents.

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

| <u>Print Name</u> | <u>Signature - REQUIRED</u> | <u>Title</u> |
|-------------------|-----------------------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Date: _____

Name of Bidder _____

Business Address _____

Place of Business _____

Business Phone No. _____ Business Fax No. _____

Place of Residence _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____, as Principal, (hereinafter called the "Principal"),
and _____, as Surety, (hereinafter called "Surety"),
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California, at:

are held and firmly bound unto the **SAN BERNARDINO COUNTY**, as Obligee, (hereinafter called "**Obligee**"), in the sum of
_____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

PROJECT TITLE: NEEDLES HIGHWAY - SEGMENT 1B; PROJECT LIMITS: 500' SOUTH OF PARK ROAD TO 1 MILE North; W. O. NO.: H14876

BID DATE: _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____ Year

Principal

Surety

By: _____
Signature

By: _____
Signature, Attorney-in-Fact

Printed Name

Printed Name

Title



Contract Number

SAP Number

PUBLIC WORKS

Department Contract Representative
Telephone Number

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

IT IS HEREBY AGREED AS FOLLOWS:

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

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

Plans entitled: Plans for Construction on NEEDLES HIGHWAY - SEGMENT 1B 500' South of Park Road to 1 Mile North; Needles area, Work Order No.: H14874; Road No.: 588575 030.

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2015 Standard Plans, including the Caltrans 2015 Revised Standard Specifications and the 2015 Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans through July 21, 2017), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on NEEDLES HIGHWAY - SEGMENT 1B 500' South of Park Road to 1 Mile North; Length: 1 Mile; Work Order No.: H14876; Area: Needles; Road No.: 588575 030, including Addendum No. ____.

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

Project: _____

W.O. #: _____

Limits: _____

| Item No. | Approx. Quant. | Meas. Unit | Item Description | Unit Price | Total |
|----------|----------------|------------|------------------|------------|-------|
|----------|----------------|------------|------------------|------------|-------|

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

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

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

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

ARTICLE VI. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI and VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. Contractor shall comply with the provisions found in Exhibit A, entitled, "Prevailing Wage Requirements, Required Contract Provisions [Federal Form 1273] Federal Aid Construction Contracts, Female and Minority Goals, and Federal Trainee Program," attached to this Contract and incorporated herein by this reference.

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

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

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

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

As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public works 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."

ARTICLE XIII. 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 carries, 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.

(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 this contract.

By my signature hereunder, as Contractor, I certify that I am aware of the above provisions and requirements of the Cargo Preference Act and understand that the County may require Contractor to provide proof of the Contractor's/subcontractor's compliance with the Cargo Preference Act acceptable to County, the California Department of Transportation and the U.S. Department of Transportation Federal Highway Administration ("FHWA"). At the County Engineer's direction, Contractor shall certify in writing to County that Contractor and/or subcontractors has/have complied with the Cargo Preference Act.

BOARD OF SUPERVISORS

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

► _____
Curt Hagman, Chairman, Board of Supervisors _____
(Authorized signature - sign in blue ink)

Dated: _____ Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title _____
(Print or Type)

Lynna Monson
Clerk of the Board of Supervisors
of the San Bernardino County

By _____ Deputy _____
Dated: _____

Address _____

FOR COUNTY USE ONLY

| Approved to Legally Bind County | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|----------------------------------|----------------------------------|---------------------------------|
| ► _____ _____, County Counsel | ► _____ | ► _____ |
| Date _____ | Date _____ | Date _____ |

EXHIBIT A - PREVAILING WAGE REQUIREMENTS, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, FEMALE AND MINORITY GOALS, AND FEDERAL TRAINEE PROGRAM

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

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

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

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

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

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each

journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code

section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

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

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

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

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

b. Labor Code section 1725.5 states the following:

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

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations and the initial registration and renewal fees may be adjusted not more than annually by the director to support the costs specified in Section 1771.5.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to pay the applicable nonrefundable application or renewal fee to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3000) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of

this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined 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 for 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 (q) 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 the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(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.

(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."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least two years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 and 230.5 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and who are on apprenticeship agreements under California Labor Code section 3076 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.
 - iii. Contractors shall submit the contract award information (you may use form DAS-140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

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

b. Employ Registered Apprentices

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

c. Make Training Fund Contributions

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

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1777.0.

4. Exemption from Apprenticeship Ratios:

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

Contractor's Compliance:

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

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 (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).

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.

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). 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 bid proposals, requests for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

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.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction contracts 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 60, 29 CFR 1625-1627, Title 28 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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 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 employment 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 minorities and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal antidiscrimination 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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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 effect that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, 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 with regard to race, color, religion, sex, national origin, age, and disability; making full efforts to obtain qualified and/or qualified 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 there under. 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, 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 and 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. **Assurances Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT U.S. DOT approved DBE program are incorporated by reference.

The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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 therefor) 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.b. 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 therefor 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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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, and to require a guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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 be accurate 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 use in whole or in part from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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 in a State Apprenticeship Agency recognized by the Office. 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 employee 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. 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.

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.

9. Disputes concerning labor standards. 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, 7, 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.

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

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. 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 on 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.

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 shall be liable 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 in 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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project, and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance, and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and is generally to be limited to minor components of the overall contract.

2. The contract amount in which the requirements set forth in paragraph (1) of Section 635 are computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

The contractor shall furnish (a) a competent superintendent or manager 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 635). The contractor shall provide 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.

2. As a condition of this contract, and shall be made a condition of every 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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be engaged in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirement of paragraph (1) of this Section X in every subcontract and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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 contracts, 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.

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.

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, for default.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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).

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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other transactions requiring prior FHWA approval or estimated to be \$100,000 or more - 2 CFR Parts 180 and 120)

a. By signing and submitting this proposal, the prospective lower tier participant provides 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.

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 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 Transaction" refers to any covered transaction between a grantee or subgrantee 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 a subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee 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 Participant (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 a 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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), according to its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 101-2. 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.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA-1273), the following are the 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 | | Goal (Percent) |
|----------------------------|--|---|
| Economic Area | | |
| 174 | Redding CA: Non-SMSA 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 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 28.9 25.6 19.6 14.9 9.1 17.1 23.2 |
| 177 | Sacramento, CA SMSA Counties: 8020 Sacramento, CA 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 | 16.1 14.3 |
| 178 | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties: CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne | 12.3 24.3 19.8 |
| 179 | Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: | 19.1 26.1 23.6 |

| | | |
|-----|--|--|
| | CA Kings; CA Madera; CA Tulare | |
| 180 | Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Invo: CA Mono: CA San Luis Obispo | 11.9 28.3 11.5 19.0 19.7 17.6 |
| 181 | San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial | 16.9 18.2 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHV-101 (PR-101) (Appendix C to 23 CFR 230). Submit the forms by August 15.

Federal Trainee Program

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your 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 your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County:

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

Obtain the County's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work 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 journeymen status. 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. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do 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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. 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 is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program. 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 County reimburses you 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 you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply 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

Furnish the apprentice or trainee:

1. Copy of the program that will comply with in providing the training