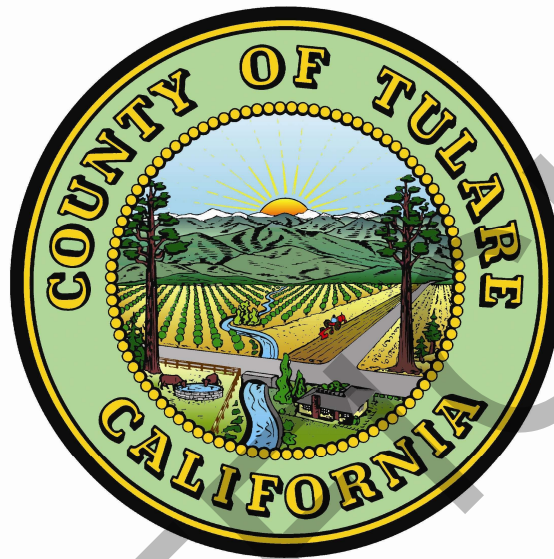


COUNTY OF TULARE

STATE OF CALIFORNIA



**SPECIAL PROVISIONS,
BID AND CONTRACT**

FOR CONSTRUCTION OF

**MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT**

FUNDED BY:

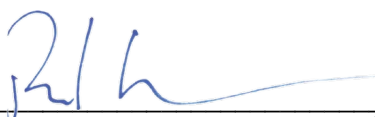
HIGHWAY BRIDGE PROGRAM (FEDERAL)

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COUNTY OF TULARE
STATE OF CALIFORNIA
**SPECIAL PROVISIONS,
BID AND CONTRACT**
FOR CONSTRUCTION OF
**MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT**

FUNDED BY:
HIGHWAY BRIDGE PROGRAM (FEDERAL)

APPROVED: _____


Reed Schenke, P.E.
Director
Tulare County Resource Management Agency

DATE: 9/11/23

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY
OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

SIGNED: _____


Jeremy R. Nottmangel, P.E.
Project Engineer
Dokken Engineering

DATE: 7/7/2023



For use in connection with the 2022 Standard Specifications
of the Department of Transportation of the State of California

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SPECIAL NOTICES

- See Sections 2 and 3 for Contractor's registration requirements.
- This project is not subject to Indirect Source Rule (ISR) requirements.
- This project does not require a dust control plan.

UNOFFICIAL

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SPECIAL PROVISIONS

**FOR CONSTRUCTION OF
MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT**

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COUNTY OF TULARE
STATE OF CALIFORNIA

NOTICE TO BIDDERS

Completed, signed, sealed Bid for the work shown on the plans entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT
FEDERAL PROJECT NO. BRLO-5946(170)

will be received at the office of the Clerk of the Board of Supervisors, Administration Building, County Civic Center, 2800 West Burrell Avenue, Visalia, California, 93291, until **2:00 pm on Thursday October 19, 2023**. **NOTE:** The bid opening will now be opened publicly at the above listed address and will be broadcasted via Zoom video conferencing. The meeting will be accessible through the following link: <https://tularecountyca.zoom.us/j/7497105116>, the Meeting ID is 749 710 5116. **COVID-19 ADVISORY:** Due to the ongoing efforts being made to mitigate the spread of COVID-19, bids may be submitted via mail, but it is the bidder's responsibility to ensure bids are received by the Clerk of the Board prior to the time listed above. Bids may also be dropped off at the above listed address.

General work description: The work to be done consists, in general, of replacing the existing bridge with a two-lane, three span, reinforced concrete slab bridge with cast-in-place columns constructed on spread footings. Other items or details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions must be performed, constructed, furnished or installed. Bidders may visit the project site.

This project is on the Federal Highway System.

This project is a Federal Aid project with an estimated project cost of approximately two million and six hundred and ninety-eight thousand dollars (\$2,698,000).

The contract will be awarded to the responsible bidder submitting the lowest priced responsive bid.

The Project is to be completed within one hundred & eighty-one days (181) working days from the date to be established in the NOTICE TO PROCEED. The Contract includes provisions for Liquidated Damages if the Project is not timely completed.

The County establishes a DBE Contract goal of 15%.

Prospective bid holders must be listed on the planholders list to receive electronic copies of Plans, Specifications, and Bid forms (official bid documents). To be added to the planholders list, contact the Resource Management Agency at (559) 624-7000 or through email at RMABids@tularecounty.ca.gov; Office Hours 7:30 AM – 5:30 PM Mon.-Thurs.; 8:00 AM – 12:00 AM Fri. Once prospective bidders have been added to the planholders list, the official bid documents will be provided via email. There is no fee for the official bid documents. An unofficial set of Plans, Specifications, and other project information is available for download at the County's website at the following address:

<https://tcgov.link/bids>

FOLLOW THESE INSTRUCTIONS: Print the "Bid" Section from this Special Provisions package, from the official electronic copy obtained through the County, upon being listed on the official Plan Holder List. Complete all required forms and provide all necessary supplemental documentation. Please submit unbound/unstapled originals at the location described above.

To be considered a plan holder and to receive any addendum, bidders must obtain a set of electronic plans, specifications and Bid forms from the Resource Management Agency, and be listed on the planholders list. Bidders must be on the planholders list for their bid to be considered responsive. All addendums, prebid meeting minutes, bid clarifications, planholders list, and relevant information will be available at the County's website as mentioned above. Addendums will also be provided to contractors on the planholders list via the information provided by the contractor on the planholders list. Bid results will be posted on the County website within two working days of the bid opening.

Technical questions should be directed in writing to Carlos Gonzalez at the Resource Management Agency, 5961 S. Mooney Blvd, Visalia CA 93277 or at CGonzalez3@tularecounty.ca.gov . **No questions will be accepted within five (5) working days of the bid opening (Questions must be received by 5:00 pm on Thursday October 12, 2023).** All questions and responses will be continuously posted on the County website.

Before submitting a bid, bidders are encouraged to carefully examine the Plans and Specifications, and related documents, visit the site of the work and fully inform themselves as to all existing conditions and limitations, and include in the bid a sum to cover the cost of all items included in the work.

A prebid meeting is scheduled for 2:00 pm on Monday October 9, 2023 This meeting will be held via Zoom video conferencing. The meeting can be accessed at <https://tularecountyca.zoom.us/j/7497105116> , the Meeting ID is 749 710 5116 .The meeting is not mandatory, but bidders are encouraged to attend. The bidder awarded the contract may need to obtain permits, licenses, or enter into other agreements to prosecute the work. Bidders are advised that, unless otherwise stated, the contract price will be full compensation for all required work and no additional compensation will be allowed. If the bidder must obtain permits, licenses, contracts or other services to prosecute the work, the bidder will pay the cost of those items and no other compensation will be paid by the County.

Bids are required for the entire work described herein. Submit the bidder's security in the form of cash, a bidder's bond, or a certified check or cashier's check, in the amount of ten percent (10%) of the amount bid or the bid will be considered nonresponsive.

Bidders are advised that, as required by federal law, the County of Tulare is implementing new Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Section 2, "Bidding," under subsection title "Disadvantaged Business Enterprises (DBE)" and Section 5, "Control of Work" of these Special Provisions, cover the DBE requirements. The DBE Contract Goal is 15%.

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

Comply with Title VI of the Civil Rights Act of 1964, and in accordance with said Act, no person on the grounds of race, color, sex or national origin, will be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination under any service or activity in connection with the project.

Comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991. CONTRACTOR SHALL ALSO COMPLY WITH THE FOLLOWING FEDERAL CONTRACT REQUIREMENTS, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE: FOREIGN TRADE RESTRICTIONS, DAVIS BACON ACT, AFFIRMATIVE ACTION, GOVERNMENT-WIDE DEBARMENT AND SUSPENSIONS, AND THE GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE.

At the time the contract is awarded, you must possess a current valid California Class A Contractor's license.

A contractor or subcontractor is not qualified to bid on, be listed in a Bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for this project, unless currently registered and qualified to perform public work pursuant to California Labor Code 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 Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the Special Provisions and contract. four million dollars (\$4,000,000) liability coverage is required for this project.

Substitution of securities for any moneys withheld will be permitted pursuant to Public Contract Code section 10263. This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are on file at Resource Management Agency-Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277 and will be made available to any interested person on request. Also, the General Prevailing Wage Rates for this project, are made available on the County public works website (see link on the previous page) and the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. Contractor shall be responsible to post the general prevailing wage rates at a prominent place at the job site in accordance with section 7-1.02K(2) of the Caltrans Standard Specifications. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed in the Special Provisions.

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

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project Please review the language of the "Public Contract Code Section 9204 Statement" in the Proposal.

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

You are responsible for compliance by all subcontractors with Labor Code section 1776.

For the Federal training program per Section 7-1.11D, the number of trainees or apprentices is **2**.

All bidders are invited to attend the bid opening per the link provided. The results of the bid opening will be reported to the Board of Supervisors at a scheduled meeting. The contract will be awarded in the manner and within the time periods provided in Section 3 of the Standard Specifications, Department of Transportation of the State of California, 2022 Edition, as amended by the project Special Provisions, unless the Board of Supervisors exercises its right to reject any or all bids. The Board of Supervisors reserves the right to deem any bid as non-responsive for any information crossed out from the bid packet including information completed by the manufacturer.

The Board of Supervisors reserves the right to reject any or all bids, and/or waive any informality in any bid, and/or determine in its discretion the responsibility of any bidder.

The Board of Supervisors further reserves the right to use County Forces, or to negotiate contracts, or both, to the extent authorized by the Public Contract Code.

By order of the Board of Supervisors.

JASON T. BRITT
County Administrative Officer/
Clerk, Board of Supervisors.

By Original Signed
Deputy

BID ITEM LIST

Item No.	Bees Number	Item Description	Unit	Estimated Quantity	Section
1	050010A	Construction Surveying	LS	1	5
2	070030	Lead Compliance Plan	LS	1	7
3	120090	Construction Area Signs	LS	1	12
4	120100	Traffic Control System	LS	1	12
5	120152	Temporary Pavement Marking (Tape)	SQFT	20	12
6	120206	Portable Signal System	EA	2	12
7	120320	Temporary Barrier System	LF	180	12
8	128651	Portable Changeable Message Sign	EA	2	12
9	130100	Job Site Management	LS	1	13
10	130200	Prepare Water Pollution Control Plan	LS	1	13
11	131201	Temporary Creek Diversion System	LS	1	13
12	141110	Work Area Monitoring (Bridge)	LS	1	14
13	141120	Treated Wood Waste	LB	18,400	14
14	160110	Temporary High-Visibility Fence	LF	525	16
15	170103	Clearing and Grubbing	LS	1	17
16	190185	Shoulder Backing	TON	45	19
17	190101(F)	Roadway Excavation	CY	50	19
18	190151	Channel Excavation	CY	1,850	19
19	192035(F)	Structure Excavation (Rock)	CY	80	19
20	192020(F)	Structure Excavation (Type D)	CY	570	19
21	193003(F)	Structure Backfill (Bridge)	CY	450	19
22	198010	Imported Borrow	CY	1,150	19
23	210251	Bonded Fiber Matrix	SQFT	26,050	21

24	260203(F)	Class 2 Aggregate Base	CY	110	26
25	390132	Hot Mix Asphalt (Type A)	TON	240	39
26	394074	Place Hot Mix Asphalt Dike (Type C)	LF	30	39
27	480600	Temporary Shoring	LS	1	48
28	510051(F)	Structural Concrete, Bridge Footing	CY	35	51
29	510053(F)	Structural Concrete, Bridge	CY	230	51
30	510054(F)	Structural Concrete, Bridge (Polymer Fiber)	CY	140	51
31	510085(F)	Structural Concrete, Approach Slab (Type EQ)	CY	22	51
32	511055(F)	Concrete Surface Texture (Dry Stack)	SQFT	420	51
33	511106	Drill and Bond Dowel	LF	120	51
34	519081	Joint Seal (MR = 1/2")	LF	63	51
35	520102(F)	Bar Reinforcing Steel (Bridge)	LB	90,000	52
36	520115(F)	Bar Reinforcing Steel (Galvanized)	LB	2,000	52
37	600097	Bridge Removal	LS	1	60
38	665075	18" Corrugated Steel Pipe (.138" Thick)	LF	30	72
39	723040(F)	Rock Slope Protection (3/8 T, Class VI, Method B)	CY	1,120	72
40	723095(F)	Rock Slope Protection (20 lb, Class I, Method B)	CY	15	72
41	729011	Rock Slope Protection Fabric (Class 8)	SQYD	985	75
42	750500A	Miscellaneous Metal (Dry Hydrant)	LB	190	78
43	780435	Prepare and Stain Concrete	SQFT	420	78
44	782200	Obliterate Surfacing	SQYD	300	80
45	800008	Fence (Type BW, 4-Strand, Metal Post)	LF	120	80
46	803030	Remove fence (Type BW)	LF	70	80
47	800340	Chain Link Fence (Type CL-5)	LF	55	80
48	803050	Remove Chain Link Fence	LF	75	82
49	820134	Object Marker (Type P)	EA	4	82

50	832005	Midwest Guardrail System	LF	100	83
51	839543	Transition Railing (Type WB-31)	EA	2	83
52	839584	Alternative In-Line Terminal TL-2	EA	2	83
53	839714(F)	Concrete Barrier (Type 85)	LF	271	83
54	840626	Two-Component Paint Traffic Stripe	LF	990	84
55	999990	Mobilization	LS	1	

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TERM

Transportation Laboratory or METS

INTERPRETATION

Tulare County Resource Management Agency, except when used to identify a State form, document, or testing procedure.

The project plans for this project were approved September 26, 2023, and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE PROJECT PLANS FOR CONSTRUCTION OF

MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT

The following documents will be supplied to you with the Notice to Proceed:

1. One complete set of full size (24"x36") Project Plans
2. One complete set of half size (11"x17") Project Plans
3. Two complete bid books including:
 - 3.1. Notice to Contractors
 - 3.2. Special Provisions
 - 3.3. Technical Specifications
 - 3.4. Bid
 - 3.5. Contract
4. Electronic versions of full size and half size plans and Special Provisions, Bid and Contract.

Add to the end of section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
050010A	CONSTRUCTION SURVEYING	5
750500A	MISCELLANEOUS METAL (DRY HYDRANT)	75

Replace "holiday" and its definition in Section 1-1.07B with:

holiday: County legal holidays and every Sunday. When a holiday falls on a Sunday, it is observed on the following Monday.

Replace "South Coast Air Quality Management District" and attributes in Section 1-1.11 with:

Reference or agency or department unit	Website	Address	Telephone no.
San Joaquin Valley Air Pollution Control District (Central)	www.valleyair.org	1990 E. Gettysburg Avenue Fresno, CA 93726-0244	(559) 230-6000

AA

2 BIDDING

Replace Section 2-1.06 with the following:

2-1.06 BID DOCUMENTS

2-1.06A General

The *Special Provisions, Bid and Contract (Bid book)* includes bid forms and certifications.

The *Bid book* and project plans may be received electronically by requesting to be added to the planholders list by contacting the Resource Management Agency at (559) 624-7000 or through email at RMA@tularecounty.ca.gov. The unofficial Bid book and project plans can be viewed at the County's Website:

<https://tcgov.link/bids>

The *Bid book* includes the *Notice to Bidders*, and Special Provisions.

The *Bid book*, unofficial copies of project plans, and any addenda to these documents may be accessed at the County Website.

2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in the Special Provisions.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information	
Means	Description
Included in the <i>Information Handout</i>	<ul style="list-style-type: none">• M109 over White River Bridge Replacement Foundation Report• M109 over White River Bridge Replacement Bridge Design Hydraulic Study (BHDS)• Asbestos and Lead Containing Paint Survey Report• Aerially Deposited Lead Site Investigation Report
Included in this book	<ul style="list-style-type: none">• Regional Water Quality Control Board 401 Water Quality Certification• California Department of Fish and Wildlife 1602 Streambed Alteration Agreement
Available as specified in the <i>Standard Specifications</i>	<ul style="list-style-type: none">• Bridge As-Built Drawings
Included with the project plans	<ul style="list-style-type: none">• Log of Test Borings

Logs of test borings are supplemental project information.

If an *Information Handout* or cross sections are available, you may view it at the County Website.

If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

1. Contract number
2. Viewing date
3. Contact information, including telephone number

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions, as approved by the Engineer.

Replace Section 2-1.10 with the following:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Contract Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business
2. State contractor's license number
3. Department of Industrial Relations("DIR") registration number
4. Portion of work it will perform, demonstrated by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

Replace Section 2-1.12B with the following:

2-1.12B Disadvantaged Business Enterprise Goals

2-1.12B(1) General

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

The contractor, sub-recipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR part 26). To ensure equal participation of DBEs provided in 49 CFR section 26.5, the County shows a contract goal for DBEs. The contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers, service providers, and truckers.

The contractor shall meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is the contractor's responsibility to verify that the DBE firm is certified as a DBE at date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform in the contract. Additionally, the Contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at:

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

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

Credit for materials or supplies the contractor purchases from DBEs will be evaluated on a contract-by-contract basis and counts towards the goal in the following manner:

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

The contractor receive credit towards the goal if it employs a DBE trucking company, certified with the proper work classification code prior to bid opening, that performs a commercially useful function as defined in 49 CFR sections 26.55(d) The County uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

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

2-1.12B(2) DBE Commitment Submittal

Submit Construction Contract DBE Commitment form (Exhibit 15-G), included in the Bid Proposal, regardless of whether DBE participation is reported. **If Exhibit 15-G is *NOT* submitted with the bid and signed by the bidder, the bid shall be considered non-responsive.**

Additionally, submit written confirmation from each DBE stating that it is participating in the contract. Include written confirmation with Exhibit 15-G. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the Contract. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement. If written confirmation is not submitted with the bid, it must be received by the Tulare County Resource Management Agency no later than 4:00 p.m. on the 5th business day after bid opening. Written confirmation shall be submitted by the apparent lowest bidder, the apparent second lowest bidder and the apparent third lowest bidder.

2-1.12B(3) DBE Good Faith Efforts Submittal

You must meet the DBE requirements by either documenting commitments for participation by DBE firms to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and

reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the Proposer/Contractor Good Faith Efforts form, Exhibit 15-H, with the bid showing that you made adequate good faith efforts to meet the goal. Submit Exhibit 12-B "Bidder's List of Subcontractors (DBE and Non-DBE) Part I & II" (in the Bid Proposal section) with the good faith efforts documentation. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Tulare County Resource Management Agency no later than 4:00 p.m. on the 5th business day after bid opening.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Written documentation of reason(s) for rejecting DBE quotes.
9. Any additional data to support demonstration of good faith efforts.

If good faith efforts documentation is not submitted within the specified time, no later than 4:00 p.m. on the 5th business day after bid opening, the bid will be considered non-responsive.

The County may consider DBE commitments from the other bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Only documentation provided with the Bid and/or with the bidder's good faith efforts submittal will be considered during the County's good faith efforts determination. If the County determines that the DBE participation goal was not met and that an adequate good faith effort to obtain DBE participation was not made, the bidder's Bid will be considered non-responsive. Bidders whose good faith efforts are determined to be inadequate will be offered an administrative reconsideration by an official not involved in the initial determination.

Refer to 49 CFR section 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

2-1.12B(4) Nondiscrimination Statement

The contractor, sub-recipient 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, sub-recipient 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.

2-1.12B(5) Contract Assurance

Under 49 Code of Federal Regulations (CFR) section 26.13(b):

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federal -aid contracts. Failure by the contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the 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-responsive.

2-1.12B(6) Prompt Progress Payment

In accordance with California Business and Professions Code sections 7108.5, the 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 contractor or subcontractor to a subcontractor, the 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.

2-1.12B(7) Prompt Payment from the County to the Contractor

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

1. Each payment request shall be reviewed by the County 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.

For projects awarded on or after September 1, 2023:

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

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

2-1.12B(8) DBE running tally of attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the Contractor 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 County.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Contractor must now submit Exhibit 9-P to the County. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

2-1.12B(9) Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the County at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's

name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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

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

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

The Contractor must notify the County immediately if the Contractor believes the DBE may not be performing a CUF.

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

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

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

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

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

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

Replace “Reserved” in Section 2-1.13 with the following:

2-1.13 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

Replace Section 2-1.33A with the following:

2-1.33A General

Print the *Bid Proposal (Bid) to the Board of Supervisors* section from this Special Provisions package and complete the forms.

Submit your forms to the Clerk of the Board of Supervisors by mail or by delivery before the bid opening time and date. The address of the Clerk of the Board of Supervisors is provided below:

2800 W Burrel Avenue, Visalia, CA 93291.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

The County only accepts paper bid submittals in person or through mail as described in the Notice to Bidders. Place your completed forms inside a sealed paper envelope, and on the cover of the envelope, include:

1. Name of the contractor
2. Project title
3. Marked as a Bid
4. Bid opening date

Submit the enclosed Bid to the Clerk of the Board of Supervisors prior to bid opening.

Delete Section 2-1.33B Bid Form Submittal Schedules

Replace Section 2-1.34 with the following:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent (10%) of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer who is licensed in California

If using a bidder's bond, you must use the form in the *Bid*. Failure to do so will render your bid non-responsive.

Submit cash, cashier's check, certified check, or bidder's bond, to the Clerk of the Board of Supervisors before the bid opening time.

Replace Section 2-1.40 with the following:

2-1.40 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. After the bid opening, you cannot withdraw a bid.

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3 CONTRACT AWARD AND EXECUTION

Replace all of Section 3 with:

3-1.01 AWARD OF CONTRACT

The Tulare County Board of Supervisors reserves the right to reject any or all Bids, or waive any or all discrepancies or failures in a Bid. The County of Tulare also maintains Part V, Chapter 15 of its ordinance Code, "Public Works Contractor Debarment" and any entity bidding on this project who is included in the list of debarred and suspended persons pursuant to 5-15-5000 of the Tulare County Ordinance Code shall be disqualified from bidding or being awarded a contract with Tulare County pursuant to Tulare County Ordinance 5-15-4000. The decision of the Tulare County Board of Supervisors regarding the amount of a bid, or existence or treatment of a discrepancy or failure in a bid will be final. The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose Bid complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Bid. This period may be subject to an extension for such further period as may be agreed upon in writing between the Tulare County Board of Supervisors and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

A responsible bidder who submitted the lowest bid as determined by this section will be awarded the contract, if it is awarded.

The following failures are not waivable and will cause a bid to be considered non-responsive:

- 1. Failure to sign the bid**
- 2. Failure to furnish the required bid bond or equivalent as specified in 2-1.34 of the Special Provisions**
- 3. Failure to include a total amount of the bid**
- 4. Failure to submit a completed addenda certification statement**
- 5. Failure to be listed on the planholders list**
- 6. Failure to submit and sign the Construction Contract DBE Commitment form (Exhibit 15-G)**

The above list is not inclusive of all failures that the Tulare County Board of Supervisors will consider non-responsive. However, the Tulare County Board of Supervisors reserves the right to waive other types of discrepancies or failures. The Tulare County Board of Supervisors' decision or treatment regarding a bid will be final.

The contract must be signed by the successful bidder and returned together with the contract bonds and insurance certificates within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the County that the contract is scheduled for award by the Board of Supervisors.

3-1.02 BID PROTEST PROCEDURES

Any bid protests must be in writing and received by County's Director – Public Works, Tulare County Resource Management Agency, 5961 S. Mooney Boulevard, Visalia, CA 93277, before 5:00 p.m. no later than two working days following the posting of the bid summary (the "Bid Protest Deadline") and must comply with the following requirements:

A. General. Only a bidder who has actually submitted a Bid is eligible to submit a bid protest against another bidder. Subcontractors and material suppliers are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. A bid protest against the bids of more than one bidder will be considered as separate protests against each such bidder and will be separately considered. The protesting bidder must submit a non-refundable fee in the amount of \$750.00 per protest, based upon County's reasonable costs to administer the bid protest(s). Any such fees must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Bid Protest Procedure, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.

B. Protest Contents. Each bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder's.

C. Copies to Protested Bidders. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, by the protesting bidder to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest(s).

D. Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by County's Director – Public Works, before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder's.

E. Copies to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, by the protested bidder to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

F. Consideration of Protests. The Director – Public Works or his or her designee will inform the protesting and protested bidders in writing of the time and place that the Board of Supervisors will consider the protest(s).

G. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

H. Right to Award. The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

3-1.03 TIED BIDS

The County breaks a tied bid with a coin toss except:

1. If a small business bidder and a non-small business bidder request preferences and the reductions result in a tied bid, the County awards the contract to the small business bidder.
2. If a DBE small business bidder and a non-DBE small business bidder request preferences and the reduction results in a tied bid, the County awards the contract to the DBE small business bidder.

3-1.04 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.05 BONDS

The awarded bidder must file with the signed contract, two bonds in the amount and for the purposes specified below. They must be surety bonds and must be issued by corporations duly and legally licensed to transact business in the State of California.

A Performance Bond must be furnished by the awarded bidder in the amount of one hundred percent (100%) of the contract price and must guarantee faithful performance of the contract and must insure the County during the life of the contract and for the term of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time. The awarded bidder must maintain the Performance Bond at its own expense.

A Payment Bond must be furnished by the awarded bidder in the amount of one hundred percent (100%) of the contract price and must guarantee the payment in full of all claims for labor and material in accordance with the provisions of Sections 9550-9566 of the Civil Code of the State of California. The life of the Payment Bond must extend to thirty (30) days after the notice of completion is recorded. The awarded bidder must maintain the Payment Bond at its own expense.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, must be issued by an admitted surety insurer. All bonds must be issued by the same admitted surety insurer. **All bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are in the form shown in these Special Provisions, and are underwritten by an admitted surety.**

An original or certified copy of the unrevoked appointment of an individual duly and currently designated as an attorney-in-fact for the surety must accompany the bid certifying an agent to issue the Performance Bond and the Payment Bond.

The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bonds. The bidder may be required to submit the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code section 173.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Contract Code § 20103.5).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15).
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1).

The Contractor will have the required license until the project is completed.

3-1.07 DBE INFORMATION FORM

Complete and sign the *Construction Contract DBE Commitment form (Exhibit 15-G)* included in the Bid Proposal regardless of whether no DBE participation is reported.

Additionally, 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 Department encourages you to submit a copy of the joint venture agreement.

3-1.08 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the Engineer:

1. The signed *Contract* (digital copy acceptable). The Contract must be signed by both the company president or vice president and the company secretary or treasurer (the two officers of the company cannot be the same person) with the Contractors State License Board number and Federal Employer Identification Number.
2. The statutory Performance Bond pursuant to Public Contract Code section 20129 and the statutory Payment Bond pursuant to Civil Code sections 9550 through 9566, with either County Clerks certificates or copies of power of attorney.
3. Certification concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of these Special Provisions including general liability, automobile and workers' compensation.
5. Evidence that you possess a current, valid Contractors State License required to perform the work under this Contract. A copy of your license is sufficient.
6. Local Agency Bidder DBE (Construction Contracts) Information Forms, Exhibit 15-G, and 15-H of the Local Assistance Procedures Manual. These forms shall be submitted prior to contract award per the Special Provisions.

The Engineer must receive these documents within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the County that the contract is scheduled for award by the Board of Supervisors.

The awarded bidder's bond may be forfeited for failure to execute the contract within the time specified (Pub Contract Code 20172).

A copy of the Contract is included in the *Special Provisions, Bid Proposal, and Contract*.

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4 SCOPE OF WORK

Replace all references to “Department” in Section 4 Scope of Work with:

Engineer

Add following the last paragraph of Section 4-1.06B:

Except as provided for in Public Contract Code section 7102, you have no claim for damages or compensation for any delay or hindrance.

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5 CONTROL OF WORK

Delete the 9th Paragraph of Section 5-1.01

Delete Section 5-1.09 PARTNERING

Replace “Department” in Section 5-1.12 with:

Engineer

Replace Section 5-1.13B(1) with:

5-1.13B(1) Subcontractors and DBE Records

The contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Construction Contract DBE Commitment form (Exhibit 15-G) unless they receive written authorization for a substitution termination or replacement from the County.

The County requests the contractor to:

- A. Notify the Engineer of any changes to its anticipated DBE participation
- B. Provide this notification before starting the affected work
- C. Maintain records including:
 - 1. Name and business address of each 1st-tier subcontractor
 - 2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - 3. Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

Before the 15th of each month for the previous month's work, submit:

- 1. Monthly DBE Trucking Verification form(LAPM Exhibit 16-Z1)
- 2. Monthly DBE Payment form

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

Upon work completion, the contractor shall complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within thirty (30) days of contract acceptance. The County withholds ten-thousand (\$10,000) until the form is submitted. The County releases the withhold upon submission of the completed form.

5-1.13B(2) Performance of DBE Subcontractors

The 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 County's written consent. The contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the County. Unless the County's prior written consent

is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Construction Contract DBE Commitment* form (Exhibit 15-G), included in the Bid.

Termination of DBE Subcontractors

1. After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the County: Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The County stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the County's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

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

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

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

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.

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

The County shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

5-1.13B(3) Use of Joint Checks

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

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

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

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

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

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

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

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

You must set construction stakes and markers to establish the lines and grades required for the completion of the work on the plans and as specified in the Standard Specifications and these Special Provisions and as necessary for the Engineer to check lines, grades, alignment and elevations.

All procedures, methods, and typical stake markings must be in accordance with Chapter 12, Construction Surveys, of the Caltrans "Survey Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit, 1900 Royal Oaks Drive, Sacramento, and California 95815, (916) 445-3520.

Staking must be performed under the direction of a licensed surveyor or registered civil engineer with the authority to perform land surveying.

Preserve stakes and marks placed. If the stakes or marks are destroyed, replace them at your own cost.

Electronic drawing files in AutoCAD format, containing 2-dimensional linework of horizontal alignments, centerlines and layout lines will be furnished to you for your use in performing construction staking. A Digital Terrain Model (DTM) will not be provided.

In using, modifying, or accessing information from the electronic files, you are responsible for confirmation, accuracy, and checking of the data from the electronic files against the data contained on the contract documents. The County and the Design Engineer hereby disclaim all responsibility from any results obtained in use of electronic files and does not guarantee any accuracy of the information. You assume full responsibility for comparing the electronic file information to the contract documents and immediately notifying the Engineer in writing of any observed discrepancies.

You understand and agree that the electronic files provided pursuant to this Contract are instruments of professional services and will remain the property of the County and will not be disseminated to others for purposes other than this project.

Because of the possibility that information and data delivered in AutoCAD format may be altered, whether inadvertently or otherwise, the County reserves the right to retain hard copy originals of all electronic files delivered to you, which originals will be referred to and will govern in the event of any inconsistency between the two.

In using the electronic information, you understand that the automated conversion of information and data from the system and format used by the Design Engineer to an alternate system or format cannot be accomplished without the possibility of introduction of inexactitudes, anomalies, and errors. In the event the electronic files provided to you in AutoCAD format is so converted, you agree to assume all risks associated therewith, and to the fullest extent permitted by law, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

In using the electronic information, you recognize that changes or modifications to electronic media introduced by anyone other than the Design Engineer may result in adverse consequences, which the Design Engineer can neither predict nor control. Therefore, and in consideration of the Design Engineer's agreement to deliver its instruments of professional service in AutoCAD format, Contractor agrees, to fullest extent permitted by law, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misrepresentation, misuse, or reuse by others of the electronic information provided by the Design Engineer. The foregoing indemnification applies, without limitation, to any use of the electronic files on other projects.

Make all computations necessary to establish the exact position of the work from control points. All computations, survey notes, cut sheets, and other records necessary to accomplish the work must be neat, legible, and accurate. Furnish copies of such computation, notes, cut sheets, and other records to the Engineer on the same day construction stakes are set.

Upon completion of construction staking and prior to acceptance of the contract, furnish all computations, survey notes, cut sheets, and other data used to accomplish the work, to the Engineer. This information will become the property of the County.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required for construction staking, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, is included in the contract lump sum price paid for Construction Staking.

Replace Section 5-1.27E with:

5-1.27E Change Order Bills

Maintain separate records for change order work costs.

Submit change order bills to the Engineer.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR CONTRACTOR'S USE

No area is available within the contract limits for your exclusive use. However, temporary storage of equipment and materials on County property may be arranged with the Engineer. Use of work areas and other County-owned property is at your own risk. The County is not liable for damage to or loss of materials or equipment located within these areas.

Remove all equipment, materials, and rubbish from the work areas and other County-owned property you occupy and leave the areas in a presentable condition. Comply with Section 4-1.13.

You must secure, at your own expense, areas required for storage of materials and equipment or for other purposes if sufficient area is not available within the contract limits.

The County does not allow temporary residences within the County right-of-way.

Replace "Reserved" in Section 5-1.34 with:

5-1.34 UTILITIES FOR CONTRACTOR'S USE

You must make arrangements to obtain electrical power, water or compressed air or other utilities required for your operations and you must make and maintain the necessary service connections at your own expense.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of working days shown. Notify the Engineer when the site is ready for utility work. After verifying the site is ready for utility work, the Engineer notifies the utility owner. The working days to relocate start on the notification date to the utility owner.

Utility Relocation and Department-Arranged Time for the Relocation

Utility	Location	Working days
Frontier Communications	Approximate Sta "M" 12+50 to 17+00	30 days

Add to the last sentence of the last paragraph in Section 5-1.38:

or defects in workmanship and materials.

Replace “Contract acceptance” in the first paragraph of Section 5-1.47 with:
the date that the Tulare County Board of Supervisors approves the notice of completion.

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6 CONTROL OF MATERIALS

Add to the 3rd paragraph of Section 6-1.01:

Materials produced by convict labor may not be used on this project.

Add to section 6-1.03:

6-1.03B Submittals

6-1.03B(1) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least sixty (60) days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State of California or a professional geologist licensed as a professional geologist by the State of California stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State of California or a professional geologist licensed as a professional geologist by the State of California.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within seven (7) days of receiving comments. Allow seven (7) days for the review.

6-1.03B(2) Analytical Test Results

At least fifteen (15) days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State of California or a professional geologist licensed as a professional geologist by the State of California stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(3) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add following the last paragraph of Section 7-1.02K(1):

Post job site notices in compliance with Title 8 California Code of Regulations section 16451

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

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From the Department of Industrial Relations' website
2. On file at the Resource Management Agency Permit Center, 5961 South Mooney Boulevard Visalia, CA 93277, and will be made available to any interested person on request.
3. From the County Public Works website (see link in the Notice to Bidder section).

Replace Section 7-1.02K(3) with:

7-1.02K(3) Certified Payroll Records (Labor Code § 1776)

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 1. Journeyman
 2. Apprentice
 3. Worker
 4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department. Submit all certified payroll directly to the Department of Industrial Relations (DIR) in electronic format and to the Engineer on a weekly basis.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address

2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within five (5) business days of the change.

Comply with a request for the records within ten (10) days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a one hundred dollar (\$100) penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code section 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code section 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent (10%) of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than ten thousand dollars (\$10,000) or less than one thousand dollars (\$1,000).

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.08 and 14-11.09.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 5-Central Valley Regional Water Quality Control Board
- 3.

Payment for conforming to the requirements of this section is included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

Replace "Reserved" in section 7-1.02L(1) with:

According to Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects according to Labor Code sections 1777.1 or 1777.7:

1. The Contractor must not allow any such subcontractor to work on this project.
2. The Contractor must repay to the County any money paid to any such subcontractor allowed to work on this project.
3. The Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

Replace Section 7-1.05 with:

7-1.05 INDEMNIFICATION AND DEFENSE

- (a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Contract (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.
- (b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Contract. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. CONTRACTOR'S indemnification obligations under this Contract will survive the expiration or earlier termination of this Contract until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Contract is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Contract. Under no

circumstances may the insurance requirements and limits set forth in this Contract be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Contract.

- (c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

Replace Section 7-1.06 with:

7-1.06 INSURANCE

Bidder's and their subcontractors attention are directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the Contract and forfeit its Bidder's Security.

Contractor and subcontractors shall provide and maintain insurance for the duration of the warranty period against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Contract by the CONTRACTOR, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

- 1) Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than four million dollars (\$4,000,000) per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Comprehensive Automobile Liability Insurance of one million dollars(\$1,000,000) per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than of two million dollars(\$2,000,000).
- 3) Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than of one million dollars(\$1,000,000) per accident for bodily injury or disease.
- 4) Professional Liability of one million dollars(\$1,000,000) per occurrence or claim for design and build.

B. Specific Provisions of the Certificate

- 1) The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:
 1. The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
 2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the County.

4. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 5. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- 2) The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared and any deductible or self-insured retention over one hundred thousand dollars (\$100,000) shall be forwarded to the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Contract by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

F. Additional Construction Insurance Requirements

- 1) Payment Bond: For public works projects of more than twenty-five thousand dollars (\$25,000) a "payment bond" is required in the full amount of the Contract price, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the COUNTY, or until all claims for materials and labor have been paid, whichever is longer.
- 2) Performance Bond: For public works projects of more than twenty-five thousand dollars (\$25,000) a "performance bond" is required in the full amount of the Contract price and shall insure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.
- 3) Acceptability of Surety: Only California admitted sureties with current AM Best Rating of no less than VII.

Add to Section 7-1.11:

7-1.11E Federal Minimum Wage Rates

This contract is subject to federal minimum wage rates and state and local minimum wage rates. The Federal minimum wage rates for this project, as predetermined by the United States Secretary of Labor, are made available directly from the internet website under <https://beta.sam.gov/>. Click on "Search Wage Determination" under "Contracting" section and search the General Decision Number **CA20210022**. If any changes to federal minimum wage rates occur from the time of initial advertisement to ten (10) calendar

days prior to the bid opening, the County will issue an addendum notifying all plan holders of the change. It is the Contractor's responsibility to determine the applicable minimum wage rate by visiting the internet website. The County will include a copy of the applicable Federal Minimum Wage Rates with the Contract prior to execution of the Contract.

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8 PROSECUTION AND PROGRESS

Add to Section 8-1.01:

You must procure all permits, licenses, contracts and other services needed to prosecute the work and secure staging areas, including those on private property. You must pay for all permits, licenses, contracts and other services. Payment is included in the contract price and no additional compensation will be allowed.

The number of working days allowed for completion of the work is set forth in the *Notice to Bidders* of the Standard Specifications as modified by Article XIII of the Contract. In the case of a conflict between the Standard Specifications and the Contract, the Contract prevails.

The sum to be paid as liquidated damages is set forth in section 8-1.10 of the Standard Specifications as modified by Article XIII of the Contract.

Add to Section 8-1.02A:

Any time the Engineer requests a practicable progress schedule in writing, submit the updated schedule within ten (10) working days of the Engineer's written request.

Replace "Reserved" in Section 8-1.04C with:

Section 8-1.04B does not apply.

Start job site activities within fifty-five (55) days and after receiving notice that the Contract has been approved by the Board of Supervisors.

Do not start job site activities until the County authorizes or accepts your (all that apply):

1. Request for preconstruction site survey by Project biologist
2. Submittal for biological resource information program
3. Submittal for CPM baseline schedule
4. Submittal for WPCP or SWPPP, whichever applies
5. Submittal of Natural resource protection plan
6. Contingency plan for opening closures to public traffic

If the submittals for site survey by Project biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

You may enter the job site to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

Replace section 8-1.10A with:

The County specifies liquidated damages (Pub Contract Code § 7203, Gov. Code, § 53069.85). Liquidated damages, if any, accrue starting on the first (1st) day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

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

Liquidated damages for all work is set at **two thousand three hundred dollars (\$2,300)** per day.

UNOFFICIAL

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9 PAYMENT

Replace the 12th paragraph beginning with “For these payments, interest starts to accrue...” in Section 9-1.03 with:

For these payments, interest starts to accrue thirty (30) days after the Engineer receives acceptance from you of the progress payment amount determined by the Engineer. Acceptance of the progress payment may be in the form of an invoice matching the progress payment amount or a letter indicating that you accept the amount of the progress payment.

Add the following to Section 9-1.16A:

Submit an invoice matching the progress payment amount or a signed letter indicating that you accept the progress payment amount. The Engineer does not process a progress payment without the matching invoice or the progress payment acceptance letter. Once accepted by the Engineer, submit the invoice to the following email address: RMA-AP@tularecounty.ca.gov and include the Engineer's email as well.

Add to end of first paragraph, section 9-1.16B:

Submit a schedule of values for each lump sum item on the bid list.

Replace section 9-1.17D(1) with:

9-1.17D(1) General

If you accept the proposed final estimate or do not submit a claim statement within thirty (30) days of receiving the estimate, the Engineer furnishes the final estimate to you and the County pays the amount due within ninety (90) days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 5-1.47, and 9-1.21.

If you submit a claim statement within thirty (30) days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within ninety (90) days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in sections 5-1.27, 5-1.47, and 9-1.21.

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DIVISION II GENERAL CONSTRUCTION

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10 GENERAL

Add to Section 10-1.01:

Coccidioidomycosis, also known as “Valley Fever” or “cocci”, is a disease caused by *Coccidioides* fungi which infect the lungs. When the fungus spores present in soil are disturbed, the spores may become airborne and can be inhaled.

You are hereby notified that the spores which cause Valley Fever are endemic to Tulare County. Activities which disturb soil or expose workers to dust, such as digging, operating earth-moving equipment, driving vehicles, and working in wind-blown areas, may increase the risk of Valley Fever in workers.

Information regarding preventing and recognizing the symptoms of Valley Fever are available from the California Department of Public Health and the California Department of Industrial Relations.

The provisions of this section are made a part of every subcontract executed pursuant to this contract.

Replace “Reserved” in Section 10-1.02A with:

Prior to the start of project construction, obtain all necessary permits and perform all testing as required, specifically per section 14-11.02A and 14-11.02B.

Replace “Reserved” in Section 10-1.05 with:

10-1.05 AERIAL PHOTOGRAPHS

The Contractor must provide a minimum of 10 before and 20 after project aerial photographs in high definition (1080p). Aerial photography must be undertaken only when well-defined images can be obtained. Photography must not be undertaken when the ground is obscured by haze, snow, foliage, flooding conditions, or when clouds or cloud shadows would appear in the area of any one photograph. Images provided must capture various angles of the entire project, including approach roadways and channel/embankment improvements.

Submit to Engineer the flight path, date of flight, length and minimum coverage of the route 5 days before the actual flight schedule.

Full compensation for furnishing all labor, material, tools, equipment, incidentals, and for doing the work involved in Aerial Photography, is included in the cost for Mobilization and no additional payment shall be made therefor.

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12 TEMPORARY TRAFFIC CONTROL

Add the following to Section 12-1.01:

Submit a traffic control plan for acceptance by the Engineer. The traffic control plan shall depict the traffic control devices to be used and their location and shall be prepared by a licensed Traffic Engineer or Civil Engineer. Do not install traffic control system on the job site until the Engineer provides written acceptance of the Traffic Control Plan. Payment for the traffic control plan is included in the payment for traffic control system.

Replace Section 12-1.04 with:

You are required to pay for the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Add the following to Section 12-3.06 with:

Construction area warning and guide signs must have a black legend on a retroreflective, nonfluorescent-orange background. W10-1 advance warning signs for highway-rail grade crossings must have a black legend on a retroreflective, nonfluorescent-yellow background.

Replace section 12-3.11B(5) with:

12-3.11B(5) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS

12-3.11B(5)(a) GENERAL

Section 12-3.11B(5) includes specifications for installing construction project funding identification signs.

A construction Project Funding Identification (C47__ (CA)) sign must comply with the policy for Construction Funding Identification signs in section 6F.109(CA) of the *California MUTCD* and specifications at: <https://dot.ca.gov/programs/traffic-operations/pfi>.

Keep construction project funding signs clean and in good repair at all times.

12-3.11B(5)(b) MATERIALS

The sign must be mounted on a wood post signs complying with Section 82-3.

The sign panels must be framed, single sheet aluminum panels complying with Section 82-2.

The background on the sign must be Type XI retroreflective sheeting. The Type XI retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective except for nonreflective black letters and numerals.

The legend for the type of project must read as follows:

Bridge Construction

The legend for the types of funding on construction project funding signs must read as follows and in the following order:

FEDERAL FUNDS

STATE FUNDS

TULARE COUNTY TRANSPORTATION FUNDS (MEASURE R)

The Engineer will provide the year of completion for the legend on construction project funding signs. Furnish and install a sign overlay for the year of completion within 10 working days of notification.

The legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2024

Do not add any additional information unless authorized.

12-3.11B(5)(c) CONSTRUCTION

Install 60inch by 30 inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

When authorized, remove and dispose of construction project funding signs upon completion of the project.

12-3.11B(5)(d) PAYMENT

Not Used

Add between the 2nd and 3rd paragraphs of section 12-3.20C(1):

The locations shown in the following table are considered constricted locations for installation of temporary barrier systems:

Constricted Locations

Location	Route	Begin postmile/station	End postmile/station
1	M109	16+31.76	18+13.68

The minimum clear area width between the temporary barrier and the falsework or temporary support at constricted locations for various types of barriers are shown in the following table:

Constricted Location Minimum Clear Area Width

Temporary barrier	Configuration	Falsework or temporary supports	
		Footings	Piles and other members
12.5-foot temporary concrete barrier with "J" hooks	Freestanding	5'-6"	7'-0"
	3 stakes per segment traffic side	0'-9"	2'-9"
	2 anchor bolts per segment traffic side	0'-6"	2'-3"

20-foot temporary concrete barrier with "J" hooks	Freestanding	5'-6"	7'-0"
	4 stakes per segment traffic side	0'-9"	2'-9"
	3 anchor bolts per segment traffic side	0'-6"	2'-3"
50-foot temporary steel barrier	Staked or anchored every 250 feet	7'-0"	8'-9"
	Staked or anchored every 33 feet	2'-0"	4'-0"
20-foot Type K temporary railing	Freestanding	3'-9"	7'-0"
	2 stakes or 2 anchor bolts per segment traffic side	1'-3"	3'-3"
	4 stakes or 4 anchor bolts per segment	0'-3"	2'-6"

Replace section 12-3.20B(10) with:

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown:

1. South leg of the intersection of M109 and Hot Springs Road
2. West leg of the intersection of M109 and Jack Ranch Road

Add between the 9th and 10th paragraphs of section 12-3.32C:

Place PCMSs one week prior to closure.

Add the following to Section 12-4.02A:

All detours and closures must comply with the plans and be coordinated with the Engineer and adjacent property owners.

Replace section 12-4.02C(3)(d) with:

12-4.02C(3)(d) City Street Closure Requirements

Full closure of local streets are allowed for a consecutive 7 day period, as shown on chart no. 1 and as approved by the Engineer. Access for emergency vehicles must be maintained at all times.

Replace section 12-4.02C(3)(m) with:

12-4.02C(3)(m) City Street Closure Hour Charts and City Street Lane Requirement Charts

Comply with the requirements for a complete closure of local streets as shown in the following chart:

Chart No. ____																									
Location:													Direction:												
Closure limits:																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend: <div style="display: flex; flex-direction: column; gap: 5px;"> <div> <div style="border: 1px solid black; padding: 2px 5px; display: inline-block;">1</div> Provide at least 1 city street lane open in the direction of travel. </div> <div> <div style="border: 1px solid black; padding: 2px 5px; display: inline-block;">C</div> Street may be closed. </div> <div> <div style="border: 1px solid black; padding: 2px 5px; display: inline-block;">N</div> No work is allowed. </div> <div> <div style="border: 1px solid black; padding: 2px 5px; display: inline-block;">R</div> Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control) </div> </div>																									
REMARKS: <u>One 7 day complete closure is allowed. Additional complete closures require County's approval.</u>																									

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13 WATER POLLUTION CONTROL

Replace Section 13-1.01D(2):

13-1.02D(2) Regulatory Requirements

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002 (Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html

Add between the 4th and 5th paragraphs of Section 13-2.01C:

The following RWQCBs will review the authorized WPCP:

1. Central Valley Regional Water Quality Control Board (CVRWQCB)

Add to Section 13-2.03:

You must adhere to the following best management practices (BMPs), where applicable, to reduce erosion during construction:

1. Implementation of the project will require approval of a site-specific Water Pollution Control Program (WPCP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques;
2. Protect existing vegetation, where feasible, to provide an effective form of erosion and sediment control;
3. Implement roughening and terracing to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.

Add the following to the last paragraph of Section 13-4.03C(1):

Before any materials are stockpiled or equipment parked / stored outside of the right of way, you must first obtain written authorization from the property owner on whose property the materials are to be stockpiled or equipment parked/stored. You must file with the Engineer said authority or a certified copy thereof together with a written release from the property owner absolving the County of Tulare from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property. Before any material is stockpiled or equipment parked/stored, you must obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Failure to provide written authorization will result in the withholding of all funds due to you until said authorization is received by the County.

Obtain all permits required by all applicable regulatory agencies and comply with all applicable codes, regulations and zoning ordinances prior to establishing a storage yard for materials and/or equipment.

Provide copies of all permits acquired to the Engineer.

Do not stockpile any equipment or materials within White River as specified in the various permits obtained for the project.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit certificate of compliance for components as required by the PLACs.

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates. Contractor should review Bridge Design Hydraulic Study for information on river flows.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
10. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
11. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0 percent passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803

- 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
- 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
- 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Not used.

13-12.02F Pumping System

Not used.

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be watertight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

Not Used

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14 ENVIRONMENTAL STEWARDSHIP

Add the following to Section 14-1.01:

In accordance with Project permits (if applicable), prior to arrival and prior to leaving the project site, all construction equipment must be inspected and cleaned of mud, plant material and other debris that may contain invasive plants and/or seeds and inspected to reduce the potential spreading of noxious weeds.

You must comply with all applicable requirements and provisions of the environmental document(s) and the permits obtained for this project.

A delay to the controlling operation due to environmental requirements will be considered a temporary suspension of work under Section 8-1.06. No contract adjustment or additional compensation will be made for delays caused by environmental requirements.

Add to the end of Section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install temporary high visibility fence to protect the ESA and mark its boundaries.

Access to an ESA other than that described is prohibited.

Add to section 14-2.03B:

Archaeological monitoring areas within, near, or straddling the project limits are shown.

The locations of archaeological monitoring areas within, near, or straddling the job site are shown in the following table:

Archaeological Monitoring Areas

Designation and description	Post mile limits
AMA – 1	Entire Project Limits

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Crotch Bumble Bee
Bats
Western Spadefoot
American Badger
San Joaquin Kit Fox
Migratory Birds
Special Status Plants

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Seasonal Wetland
Riverine (White River)
Riparian Woodland

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
SPA 1	Entire Project Limits

Within SPA 1, implement the following protection measures:

1. At the conclusion of construction, areas of bare soil shall be hydroseeded with native seed mix to prevent or at least minimize erosion. Comply with section 21-2.03D.
2. Vegetation clearing would only occur within the delineated Project boundaries in an effort to minimize the impacts. Trees located in areas along the edge of the construction zone would be trimmed whenever possible and only those trees that lie within the active construction areas would be removed.
3. All disturbed areas including staging of vehicles and equipment will be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native species.
4. Maintain good housekeeping in and around construction sites, staging areas, and equipment storage areas.
5. All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly.
6. All construction-related materials, vehicles, stockpiles, and staging areas would be situated outside of the stream channel as feasible. All stockpiles would be covered, as feasible.
7. Prior to the start of construction-related activities, the Project limits in proximity to White River, seasonal wetlands, and riparian woodland must be marked with temporary high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters or sensitive habitats. In particular, seasonal wetlands will be protected to the extent feasible. The Project biologist will monitor the installation of ESA fencing and will periodically inspect the ESA to ensure sensitive locations remain undisturbed.
8. Refueling or maintenance of equipment without secondary containment shall not be permitted to occur on the within 100 feet of the White River channel. All refueling and maintenance that must occur within 100 feet of the river must occur over plastic sheeting or other secondary containment measures to capture accidental spills before they can contaminate the soil. Secondary containment must have a raised edge (e.g. sheeting wrapped around wattles).
9. Equipment will be checked daily for leaks and will be well maintained to prevent lubricants and any other deleterious materials from entering the White River and the associated sensitive habitats.
10. Vehicle maintenance, staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants must remain outside of sensitive habitat marked with high-visibility fencing. Any necessary equipment washing must occur where the water cannot flow into sensitive habitat communities.
11. A chemical spill kit must be kept onsite and available for use in the event of a spill.
12. Following the completion of construction, all temporary effects to riverine, wetland, and riparian habitats would be recontoured and revegetated at a 1:1 ratio, to allow for the habitat to return to its previous function. Where possible, vegetation shall be trimmed rather than fully removed with the guidance of the Project biologist. All disturbed areas will be hydroseeded with a Project biologist approved native seed mix specific to each habitat type.

13. Prior to arrival at the Project site and prior to leaving the Project site, construction-related equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds.
14. If hydroseed and plant mixes are used during or post-construction, hydroseed mixes must consist of a biologist approved plant palette seed mix of native species sourced locally to the Project area.
15. To the extent possible, limit construction activities that could disturb migratory birds to the period outside the breeding season, from September 1 to January 31. For construction activities between February 1 and August 31, notify Engineer 14 days prior to removing trees so County biologist can perform nesting surveys. If active nests are found, a no-disturbance buffer will be established around the site to avoid disturbance or destruction of the nest site until August 31 or until the County biologist determines that the young have fledged and moved out of the project area. Completed bird nests may only be removed outside of the migratory bird breeding season, from September 1 to January 31.
16. All construction-related crew members will allow wildlife enough time to escape clearing and grubbing activities.
17. Dispose of all food-related trash in closed containers and must remove it from the Project area each day during construction. Do not feed or attract wildlife to the Project area.
18. Do not apply rodenticide or herbicide within the Project area during construction-related activities.
19. Previously unidentified cultural materials are unearthed during construction, work must be halted within 50 feet of the area until a qualified archaeologist, the Caltrans Project Archaeologist, and, if Native American resources are discovered, a Tribal Monitor, can assess the significance of the find and develop a plan for documentation and removal of resources if necessary. This buffer can be reduced or increased, based on the type of discovery, at the discretion of the project archaeologist and Caltrans Project Archaeologist.
20. Naturally Occurring Asbestos (NOA) occurs randomly throughout Northern California in rocks and soil as a result of natural geological processes. Natural weathering or construction activities can disturb soil or rock that contains NOA and release the fibers into the air potentially affecting pedestrians and workers in the area. Per the Naturally Occurring Asbestos Hazard map, the M109 White River Bridge Replacement location is less likely to contain NOA, however small bodies of rock or soil with moderate or higher likelihood of asbestos presence can exist. Criteria for construction safety practices regarding NOA can be found in CCR, Title 8, Section 5208.
21. Any leaking transformers observed during the course of the project should be considered a potential polychlorinated biphenyl (PCB) hazard. A detailed inspection of individual electrical transformers was not conducted for this ISA. However, should leaks from electrical transformers (that will either remain within the construction limits or will require removal and/or relocation) be encountered during construction, the transformer fluid should be sampled and analyzed by qualified personnel for detectable levels of PCB's. Should PCBs be detected, the transformer should be removed and disposed of in accordance with Title 22, Division 4.5 of the California Code of Regulations and any other appropriate regulatory agency. Any stained soil encountered below electrical transformers with detectable levels of PCB's should also be handled and disposed of in accordance with Title 22, Division 4.5 of the California Code of Regulations and any other appropriate regulatory agency.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1st to August 31st.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 250-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
Raptors	500
Other Avian Species	250
San Joaquin Kit Fox	50 feet around potential or atypical den; 100 feet known den; 500 feet around pupping den
Special Status Plants	25

Replace section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders

This project includes the sensitive areas shown in the following table:

Sensitive Habitat
Seasonal Wetland
Riverine (White River)
Riparian Woodland

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within Entire Project Limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2. Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3. Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site activity from 7p.m. to 7 a.m. each day, and the noise level produced by the traffic on or by the construction activity can't exceed 52 dBA Leq interior noise levels in school facilities as defined under St & Hwy Code § 216.

The following activities may exceed this noise restriction during the hours and on the days shown in the following table:

Noise Restriction Exceptions

Activity	Hours		Days	
	From	To	From	Through
Service traffic-control facilities	7 PM	7AM	Monday	Sunday
Service construction equipment	7 PM	7AM	Monday	Sunday

Add to section 14-8.02:

Submit a noise control plan (NCP) to minimize construction noise including back up alarm.

Include the following information in the NCP:

1. List of the locations and construction activities to be monitored
2. Description of the construction activities and anticipated noise levels at these locations
3. Operating sound levels of construction equipment at specified distances and locations
4. Sound control measures to maintain noise levels within specified limits
5. Corrective actions if specified sound levels are exceeded
6. List of sound level meters and calibrators with current calibration certifications
7. Names, qualifications, and resumes of:
 - 7.1. Person who prepared NCP
 - 7.2. Personnel who will perform noise monitoring
8. Notification letter for residents that includes:
 - 8.1 Project location
 - 8.2 Project start and completion date
 - 8.3 Project contact person information
 - 8.4 Activities and duration of activities that could contribute to an increase in noise levels in the area

The NCP must be prepared by a qualified person that meets one of the following requirements:

1. Board Certified by the Institute of Noise Control Engineering of the USA with 2 years of noise control experience
2. Registered Civil engineer with 3 years of full-time noise control experience

3. Bachelor's or higher degree from an ABET accredited institution of higher education in a relevant field of engineering, environmental science, or earth science and 5 years of full-time noise control experience
4. Bachelor's or higher degree from an ABET accredited institution of higher education and 10 years of full-time noise control experience

Conduct noise monitoring by a person with at least 2 years of experience in conducting field noise measurements. Submit the qualifications of each of the individuals who will be performing the noise monitoring.

Fourteen days before starting construction activities described in the NCP, notify:

1. The Engineer
2. Entities or residents within 500 feet from the job site activity with the NCP letter delivered in person

Monitor noise:

1. The 1st time each activity described in the NCP is performed and when equipment or activities have changed from the authorized NCP
2. Each time noise complaint is received

Monitor noise on the project continuously.

Measure Noise levels with a Type 1 or Type 2 sound level meter. The sound level meter must:

1. Be calibrated and certified by the manufacturer or an independent acoustical laboratory
2. Be capable of taking A-weighted measurements and have slow response settings
3. Have a microphone fitted with a windscreen
4. Be recalibrated annually by the manufacturer or an independent NIST certified acoustical laboratory

Submit a noise monitoring report within 24 hours of completing noise monitoring for each of the activities. The report must include A-weighted noise levels, measurement location, types of noise measuring equipment including model number and identification number, time of day, temperature and wind speed.

Conduct noise monitoring to investigate noise complaints that are attributed to a particular construction operation. If the operation exceeds the sound level submit a list of authorized contingency measures from the NCP that will be implemented.

The noise level requirements apply to the equipment on the job or related to the job, including impact pile driver, trucks, transit mixers or transient equipment used on the project.

Furnish 1 Type 1 or Type 2 sound-level meter and 1 acoustic calibrator to the Department for use until contract acceptance to monitor noise.

The sound-level meter must:

1. Be calibrated and certified by the manufacturer or an independent acoustical laboratory before delivery to the Department
2. Be capable of taking A-weighted measurements and have slow response settings
3. Have a microphone fitted with a windscreen
4. Be recalibrated annually by the manufacturer or an independent acoustical laboratory

Provide noise monitoring equipment training by the authorized noise monitor to 1 Department employee.

The Department returns the equipment to you at contract acceptance.

Replace Section 14-10.03 with:

14-10.03 RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS

You must comply with Article 10 of the Tulare County Ordinance Code Chapter 3, Part IV, "Recycling and Diversion of Construction and Demolition Debris," which requires you to recycle 100% of inert solids (asphalt, concrete, rock, stone, brick, sand, soil and fines) and 65% by weight of the remaining construction and demolition material generated by the work. Submit the required Pre-Plan portion of the Construction and Demolition Waste Recycling and Reuse Plan after the award of the contract to the Engineer with the contract documents identifying the material type, hauler, disposal location and the percentage of material to be reused or recycled. There is no filing fee required for this submission of this plan. A copy of the Solid Waste Disposal and Recycling Report Form and other information may be found at the end of these Special Provisions (see Table of Contents for page number).

Submit to the Engineer the required Final Report of the Construction and Demolition Waste Recycling and Reuse Plan prior to the Engineer's acceptance of the work.

Full compensation for all labor, tools, equipment and reporting requirements required for compliance with the Recycling and Diversion of Construction and Demolition Debris Ordinance is included in the items of work generating this debris and no additional compensation will be allowed therefor.

Replace Section 14-11.02 with:

14-11.02A Removal of Asbestos and Hazardous Substances

Prior to the start of project construction, perform Asbestos and Hazardous Substances testing. Verify with Engineer all testing requirements.

Payment for Asbestos and Hazardous Substances testing, including furnishing all labor, material, tool, equipment, and for doing the work involved, is included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

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

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and you will be compensated for the delay in conformance with the provisions in Section 8-1.07.

14-11.02B Discovery of Unanticipated Asbestos and Hazardous Substances

Upon discovery of unanticipated asbestos or a hazardous substance, immediately stop working in the area of discovery and notify the Engineer if:

1. You reasonably believe the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code § 25316 and § 25317.
2. Its presence is not described in the Contract.
3. The substance has not been made harmless.

Replace Section 14-11.04 with:

14-11.04A Indirect Source Review

The San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) has reviewed the Applicability of Indirect Source Review (ISR) Rule 9510 provided by the County. It was determined the project is exempt under District Rule 9510 section 4.4.1 Therefore, the project is not subject to Indirect Source Review requirements and related fees do not apply.

See a copy of the SJVUAPCD ISR applicability determination letter at the end of these Special Provisions for more details. Keep a copy of the letter with the construction crew on the project site at all times.

Should changes be made to the project such that the intensity exceeds the applicability threshold resulting in the project being subject to District Rule 9510, you will assist the County with preparing an Air Impact Assessment (AIA) application form for submittal no later than 30 days prior to the start of construction. The AIA form can be found in the following weblink:

<http://www.valleyair.org/ISR/Documents/Transportation-ISR-Application.pdf>

Additional information regarding Rule 9510 (including current rules and regulations) and all ISR forms and applications, can be found on the SJVUAPCD website at: <http://www.valleyair.org/rules/currnrules/r9510.pdf> ; and <http://www.valleyair.org/ISR/ISRHome.htm>; or by contacting SJVUAPCD ISR staff by phone (559) 230-6000.

14-11.04B Dust Control Plan

You are responsible for compliance with all applicable San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) regulations and requirements. This section is provided for your information, and nothing herein or elsewhere within these Special Provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations.

In accordance with SJVUAPCD Regulation VIII-Fugitive PM10 Prohibitions; Rule 8021, implementation of an SJVAPCD-approved Dust Control Plan is not required prior to commencement of any earthwork activities. Submit a written Construction Notification to SJVUAPCD at least 48 hours prior to intent to commence any earthwork activities. Use the first two pages of the form, found through the link below, to submit a written Construction Notification. There is no fee required to file a Construction Notification.

Comply with all rules, regulations, plans and conditions that may govern your operations and conduct the work accordingly.

Additional information (including Dust Control forms and applications) can be found at the link below:

http://www.valleyair.org/busind/comply/PM10/compliance_PM10.htm

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on bridge no. 46C0133 will be disturbed as part of the work activities. The paint system contains lead.

Replace section 14-11.13B(3) with:

14-11.13B(3) Air Monitoring Reports

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Orally within 48 hours after sampling
2. As an informational submittal within business 5 days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Name and address of the certified laboratory that performed the analyses
3. Chain of custody documentation
4. List of emission control measures in place when air samples were taken
5. Air sample results compared to the appropriate permissible exposure limit (PEL)
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits
7. Signature of the CIH who reviewed the data and made recommendations

Replace section 14-11.13D with:

14-11.13D Work Area Monitoring

14-11.13D(1) General

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results
2. Recommending corrective action whenever specified air or soil concentrations are exceeded

Collect air and soil samples at locations designated by the Engineer.

14-11.13D(3) Soil Sampling for Debris Containment

Collect 5 soil samples before starting work and collect 5 soil samples within 36 hours after cleaning existing steel. A soil sample consists of 5 plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a 1 sq yd area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by the SWRCB's ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total lead by US EPA Method 6010B
2. Soluble lead by California Waste Extraction Test (CA WET)
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP)

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within 30 days after accumulating 220 lb of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within 30 days after the start of the accumulation of the debris.

Replace section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from the bridge deck is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number

7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

Replace "Reserved" in Section 14-12.04 with:

14-12.04 PERMITS AND LICENSES

Comply with Section 5-1.20B.

Comply with the requirements of the permits acquired by the County for this project located elsewhere in these Special Provisions.

You must comply with all applicable SJVUAPCD regulations and requirements.

When required, obtain a Demolition Permit Release from SJVUAPCD. Nothing herein or elsewhere within these Special Provisions limits your responsibility for complying with all applicable rules and regulations. You are responsible for payment of all the fees required to obtain the Demolition Permit Release.

Comply with Section 7-1.02, Section 7-1.07, and Section 14-9.

For projects that will result in land disturbance of greater than one acre, file the Notice of Intent and pay the appropriate fee as required by the terms of General Permit No. CSA000002, for the discharge of storm water associated with construction activity.

Payment for conforming to the requirements in these permits is included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

14-12.04A Relations with California Department of Fish and Wildlife

A portion of this project is located within the jurisdiction of the California Department of Fish and Wildlife (CDFW). An agreement regarding a stream or lake has been entered into by the County of Tulare and the Department of Fish and Wildlife. Comply with the requirements of this agreement as well as the rules, regulations, and conditions that may govern your operations in these areas and conduct all work accordingly.

A copy of the agreement is included elsewhere in these Special Provisions.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Wildlife, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code section 1602.

Attention is directed to Section 7 and Section 13 of the Standard Specifications.

Your proposed modifications to the agreement between the County of Tulare and the Department of Fish and Wildlife must be submitted in writing to the Engineer for transmittal to the Department of Fish and Wildlife for their consideration.

When you are notified by the Engineer that a modification to the agreement is under consideration, stop all work which is inconsistent with the original agreement or proposed modification until the County and Department of Fish and Wildlife take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, unless said delay is due to your request to modify the agreement.

The provisions of this section are made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the County of Tulare and the Department of Fish and Wildlife will be fully binding on you. The provisions of this section must be made a part of every subcontract executed pursuant to this contract.

All communications, submittals, etc. between you and the Department of Fish and Wildlife must be made through the Engineer.

Withholds:

The County will withhold money due to you, in an amount determined by the County, up to and including the entire amount of penalties proposed, assessed, or levied as a result of your violation of the permits, or Federal or State law, regulations, or requirements. Funds will be withheld by the County until final disposition of penalties has been made. You are liable for the full amount of penalties until they are finally resolved with the entity seeking the penalties.

If a regulatory agency identifies a failure to comply with the permits and modifications thereto, or other Federal, State, or local requirements, the County will withhold money due to you, subject to the following:

1. The County will give you 30 days' notice of the County's intention to withhold funds from payments which may become due to you before acceptance of the contract. Funds withheld after acceptance of the contract will be made without prior notice to you.
2. No withholds of additional amounts out of payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments.

Before commencing any operations, all of your personnel and your subcontractor's personnel who will be working on-site will be required to receive on-site training by the County's biologist.

The County's biologist will perform pre-activity surveys for special status wildlife species.

Do not remove any trees or vegetation beyond the Right-of-Way or Limits of Temporary Construction Easements shown on the plans and beyond the minimum necessary to construct the work as directed by the Engineer. The County will document existing trees and you must identify those trees to be removed prior to removal. The County will perform mitigation for removed trees and vegetation.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the your operations are restricted in the floodway by the requirements of this section may be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

The County will perform the monitoring and reporting program (MRP) including submittal of the final report to the Department of Fish and Wildlife and will prepare the required photo documentation.

Comply with the following CDFW requirements:

Prior to starting any activity within the stream, all of your employees, subcontractors, and visitors who will be present during Project activities must receive training from a qualified biologist or other qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

All non-emergency work activities are confined to daylight hours. Daylight hours are defined as that daytime period between sunrise and sunset.

Prior to any activity within the stream, you must identify the limits of the required access routes and encroachment into the stream. Identify these "work area" limits with brightly-colored flagging/fencing. Work completed under this Agreement must be limited to this defined area only. Maintain flagging/fencing in good repair for the duration of the Project. All areas beyond the identified work area limits must be considered Environmentally Sensitive Areas (ESA) and must not be disturbed.

Any "take," or "incidental take," of any State- or Federally-listed threatened or endangered or fully-protected species is not permitted. Any unauthorized "take" of such listed species may result in prosecution and nullify any Agreement with the California Department of Fish and Wildlife. You affirm that no "take" of listed species will occur as a result of this Project and you agree to take prudent measures to ensure that all "take" is avoided.

Notify the Engineer of the discovery of any such rare, threatened, or endangered species prior to and during construction.

If San Joaquin Kit foxes are found on or adjacent to the Project site before or during Project activities, notify the Engineer and cease all activity. If San Joaquin Kit fox dens are found, they must be avoided by appropriate distances (potential=50 feet; known=100 feet; pupping den=250 feet). If any occupied San Joaquin Kit fox pupping dens are discovered, notify the Engineer immediately. No disturbance to known San Joaquin Kit fox dens is allowed and do not perform any work within the above buffers without contacting the Engineer and obtaining written authorization to perform the work.

Delineate a minimum no disturbance buffer of ½ mile around active Swainson's Hawk nests until the breeding season has ended or until a qualified biologist has determined and CDFW has confirmed in writing that the birds have fledged and are no longer reliant upon the nest for parental care for survival.

If any wildlife is encountered during construction, said wildlife must be allowed to leave the construction area unharmed.

Cap or cover all pipes with inside diameter openings smaller than 12 inches prior to being left overnight. If an animal is found in any pipe, the pipe must be avoided, and the animal(s) left to leave of their own accord. If a listed species is found occupying a pipe, all potentially disturbing activities must be suspended immediately. Stop all work until authorized by the Engineer.

Do not "take," possess, or needlessly destroy the nest or eggs of any bird or bird-of-prey.

If any active Raptor nests are observed, these nests and nest trees must be designated an ESA and protected by a 500-foot radius until the young have fledged and are no longer reliant on the nest tree or parental care. For any other avian species, if any active nests are observed, these nests and nest trees must be designated an ESA and protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest tree or parental care.

Do not remove trees. Trimming of vegetation for construction is limited to the minimal amount necessary to complete the Project.

Vegetation or material removed from the Project site must be disposed of at an appropriate and legal off-site location where the material cannot enter the stream. Do not stockpile such material in the streambed or bank.

Remove all disturbed invasive exotic plant species from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species must be bagged and appropriately disposed of in a landfill. Do not use exotic species in mulching, composting, or otherwise placing in or around the Project site. Heavy equipment and other machinery must be inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk of introducing exotic plant species into the Project site.

Do not operate vehicles in areas where surface water is present. Only operate vehicles in the channel during naturally dry conditions.

Construction vehicle access to the stream's banks and bed is limited to predetermined ingress and egress corridors on existing roads. All other areas adjacent to the work site must be considered an ESA and must remain off-limits to construction equipment.

Any equipment or vehicles driven and/or operated within or adjacent to the stream must be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.

Staging and storage areas for equipment, materials, fuels, lubricants, and solvents must be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, must be positioned over drip-pans. Move vehicles away from the stream prior to refueling and lubrication.

Spoil storage sites cannot be located within the stream, where spoil will be washed into the stream. Rock, gravel, and/or other materials cannot be imported into or moved within the bed or banks of the stream, except as otherwise permitted in the Contract and Permit.

Limit fill to the minimal amount necessary to accomplish the agreed activities. Move excess fill material off-site at Project completion.

No work within the banks of the stream is allowed during or immediately following large rainfall events. A "large rainfall event" is defined as rainfall totaling one quarter of 1-inch (1/4-inch) of rain in any 24-hour period.

Stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. Coordinate any installation of non-erodible materials not described in the original Project description with the Engineer.

Do not dump any litter or construction debris within the stream zone. All such debris and waste must be picked up daily and properly disposed of at an appropriate site.

Raw cement, concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish or wildlife resulting from Project-related activities, must be prevented from contaminating the soil and/or entering the "Waters of the State".

You are subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12018.

Remove excess material and debris from the Project site. Remove all materials and equipment not designed to withstand high seasonal flows to areas above the high-water mark before any such flows occur.

Remove any Project constructed stream bottom access corridors and re-grade to the original contours.

14-12.04B Relations with California Regional Water Quality Control Board

This project lies within the boundaries of the California Regional Water Quality Control Board (CRWQCB).

Comply with Section 13.

A copy of the permit is included elsewhere in these Special Provisions.

This project must conform to all specified permit requirements and modifications. You must maintain copies of the permits at the project site and you must make them available during construction.

Understand and comply with provisions of Federal, State, and local regulations and requirements that govern your operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7.

You are responsible for penalties assessed against you or the County because of your failure to comply with the requirements in the Water Quality Certification, Section 13 or with the applicable provisions of the Federal, State, and local regulations and requirements.

Penalties as used in this section include fines, penalties, and damages, whether proposed, assessed, or levied against you or Department, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Withholds:

The County will withhold money due to you, in an amount determined by the County, up to and including the entire amount of penalties proposed, assessed, or levied as a result of your violation of the permits, or Federal or State law, regulations, or requirements. Funds will be withheld by the County until final disposition of penalties has been made. You are liable for the full amount of penalties until they are finally resolved with the entity seeking the penalties.

If a regulatory agency identifies a failure to comply with the permits and modifications thereto, or other Federal, State, or local requirements, the County will withhold money due to you, subject to the following:

1. The County will give you 30 days' notice of the County's intention to withhold funds from payments which may become due to you before acceptance of the contract. Funds withheld after acceptance of the contract will be made without prior notice to you.

2. No withholds of additional amounts out of payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments.

You must notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or your records pertaining to water pollution control work. You and the County must provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

Comply with the following CRWQCB requirements:

Do not place soil, silt, or other organic materials where such materials could pass into surface water or surface water drainage courses.

Protect all areas disturbed by Project activities from washout or erosion.

Maintain a copy of the CRWQCB Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed Project must be adequately informed and trained regarding the conditions of this Certification.

An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working during all phases of construction.

Restore all temporarily affected areas to pre-construction contours and conditions upon completion of construction activities.

Perform surface water sampling: 1) when performing any in-water work; 2) if Project activities result in any materials reaching surface waters or; 3) when any activities result in the creation of a visible plume in surface waters. Conduct the following monitoring immediately upstream out of the influence of the Project and approximately 300 feet downstream of the active work area. Submit sampling results to the Engineer within one week following the sampling. The sampling frequency and monitoring locations may be modified for certain projects with written permission from the Engineer.

If no monitoring is conducted, submit a written statement to the Central Valley Water Board Contact (indicated in the Certification) stating, "No monitoring was required." with the Notice of Completion.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in-water work
Settleable Material	mi/L	Grab	Same as above
pH	Standard units	Grab	Every 4 hours during in-water work
Visible construction related pollutants	Observation	Visible Inspections	Continuous throughout the construction period

Conduct construction activities to prevent the following in surface waters:

1. Where natural turbidity is between 0 and 5 Nephelometric Turbidity Units (NTU's), increases exceeding 1 NTU
2. Where natural turbidity is between 5 and 50 NTU's, increases exceeding 20 percent
3. Where natural turbidity is between 50 and 100 NTU's, increases exceeding 10 NTU's
4. Where natural turbidity is greater than 100 NTU's, increases exceeding 10 percent

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Activities must not cause settleable material to exceed 0.1 mi/L in surface waters as measured in surface waters downstream from the Project.

Activities must not cause the pH to be depressed below 6.5 nor -raised above 8.3.

The discharge of petroleum products or other excavated materials to surface water is prohibited.

Activities must not cause visible oil, grease, or foam in the work area or downstream. Notify the Engineer immediately of any spill of petroleum products or other organic or earthen materials.

Notify the Engineer immediately if any of the above conditions are violated, along with a description of measures you are taking to remedy the violation.

Comply with all California Department of Fish and Wildlife Code § 1600 requirements for the Project.

Obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities issued by the State Water Resources Control Board for any project disturbing an area of one acre or greater.

In the event of any violation or threatened violation of the conditions of the CRWQCB Certification, the violation or threatened violation is subject to any remedies, penalties, process, or sanctions as provided for under State law and § 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Certification.

If you falsify any information provided in the technical or monitoring reports, you will be subject to civil liability, for each day of violation, or criminal liability.

The Central Valley Water Board may require you to furnish, under penalty of perjury, any information the Central Valley Water Board deems appropriate.

Allow staff of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the Project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the Project.

14-12.04C Relations with U.S. Army Corps of Engineers

This project lies within the jurisdiction of the United State Army Corps of Engineers (USACE) and qualifies for a non-notifying nationwide permit.

Comply with Section 13.

Comply with the following USACE requirements:

If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, immediately notify the Engineer and Army Corps of what you found. The Corp will initiate the Federal and State Coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Comply with all terms and conditions of the 401 Water Quality Certification.

Allow representatives from the Corps to inspect the authorized activity at any time deemed necessary to ensure that work is being or has been accomplished in accordance with the terms and conditions of this verification.

AA

DIVISION III EARTHWORK AND LANDSCAPE

AA

19 EARTHWORK

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to the beginning of section 19-3.03B(1):

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Add to section 19-3.04:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge).

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

Add to section 19-7.02A:

Obtaining imported borrow includes the following:

1. Constructing an access road as shown
2. Clearing and grubbing the material site
3. Selecting material within the source
4. Screening and wasting from 30 to 60 percent of the finer material
5. Washing materials so that the imported borrow complies with the sand equivalent requirements

Replace Section 19-9 with:

19-9.01 GENERAL

Section 19-9 includes specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

19-9.02 MATERIALS

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Concrete
6. LCB
7. CTB

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	100
3/4"	90–100
No. 4	35–60
No. 30	10–35
No. 200	5–15

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
Sand Equivalent		
Single type of material except RAP	California Test 217	10-35

If a combination of broken stone, crushed gravel, natural rough-surfaced gravel, and sand is used, shoulder backing must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Percentage crushed particles (min, %) ^a		
1 fractured face	California Test 205	75
2 fractured faces		50
Durability index	California Test 229	25

^aApplies to material retained on no. 4 sieve only

When tested under California Test 212 using the rodding method, the minimum unit weight of shoulder backing must be 105 lb/cu ft.

19-9.03 CONSTRUCTION

Remove weeds, grass, and debris from the area to receive shoulder backing.

Scarify the basement material to receive shoulder backing at least 0.25 foot deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons, additional compaction efforts may be requested at the discretion of the Engineer. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing under sections 19-5 and 19-6. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low Shoulder, signs off and adjacent to the new pavement surfacing.

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DIVISION V SURFACINGS AND PAVEMENTS

AA

39 ASPHALT CONCRETE

Replace Section 39 with:

39-1.01 GENERAL

39-1.01A Summary

Section 39-1 includes general specifications for producing and placing HMA by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

Produce and place HMA Type A under the Method Construction Process.

39-1.01B Definitions

coarse aggregate: Aggregate retained on a no. 4 sieve.

fine aggregate: Aggregate passing the no. 4 sieve.

supplemental fine aggregate: Aggregate passing the no. 30 sieve, including hydrated lime, Portland cement, and fines from dust collectors.

39-1.02 MATERIALS

39-1.02A Geosynthetic Pavement Interlayer

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric, paving mat, paving grid, paving geocomposite grid, or geocomposite strip membrane.

39-1.02B Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with section 9-1.02 or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with the specifications for asphalts or section 39-1.02D.

Asphalt binder in HMA Type A must be PG Grade 70-10.

Asphalt binder for geosynthetic pavement interlayer must comply with the specifications for asphalts. Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

39-1.02E Aggregate

Aggregate must be clean and free from deleterious substances.

Aggregate used in HMA Type A must comply with the 3/4-inch HMA Types A and B gradation.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate. The Department tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose sieve size TV within each TV limit presented in the aggregate gradation tables.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation
(Percentage Passing)
HMA Types A and B**

3/4-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	90–100	TV ± 5
1/2"	70–90	TV ± 6
No. 4	45–55	TV ± 7
No. 8	32–40	TV ± 5
No. 30	12–21	TV ± 4
No. 200	2.0–7.0	TV ± 2

1/2-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	--
1/2"	95–99	TV ± 6
3/8"	75–95	TV ± 6
No. 4	55–66	TV ± 7
No. 8	38–49	TV ± 5
No. 30	15–27	TV ± 4
No. 200	2.0–8.0	TV ± 2

3/8-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	95–100	TV ± 6
No. 4	58–72	TV ± 7
No. 8	34–48	TV ± 6
No. 30	18–32	TV ± 5
No. 200	2.0–9.0	TV ± 2

No. 4 HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
3/8"	100	--
No. 4	95–100	TV ± 7
No. 8	72–77	TV ± 7
No. 30	37–43	TV ± 7
No. 200	2.0–12.0	TV ± 4

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Aggregate Quality

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	California Test 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min)					
(Passing no. 4 sieve and retained on no. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	California Test 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Sand equivalent (min.) ^a	California Test 217	47	42	47	--
Fine aggregate angularity (% min.) ^b	California Test 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10	10	10	10

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

39-1.02F Reclaimed Asphalt Pavement

You may produce HMA Type A or B, using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP during the entire project. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must be only homogeneous RAP.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

39-1.03A General

The mix design process consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the OBC and HMA mixture qualities. The results become the proposed JMF.

Use the *Contractor Hot Mix Asphalt Design Data* form to record aggregate quality and mix design data. Use the *Contractor Job Mix Formula Proposal* form to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Caltrans Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and authorizes the JMF.

You may change the JMF during production. Do not use the changed JMF until it is authorized. Except if adjusting the JMF as specified in section 39-1.03E, perform a new mix design and submit a new JMF submittal if you change any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier

3. Combined aggregate gradation
4. Aggregate sources
5. Substitution rate for RAP aggregate of more than 5 percent
6. Any material in the JMF

39-1.03B Hot Mix Asphalt Mix Design

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

HMA Mix Design Requirements

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.)	California Test 367			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0–23.0 ^a
3/4" grading		13.0	13.0	18.0–23.0 ^a
Voids filled with asphalt (%)	California Test 367			Note c
No. 4 grading		76.0–80.0	76.0–80.0	
3/8" grading		73.0–76.0	73.0–76.0	
1/2" grading		65.0–75.0	65.0–75.0	
3/4" grading		65.0–75.0	65.0–75.0	
Dust proportion	California Test 367			Note c
No. 4 and 3/8" gradings		0.9–2.0	0.9–2.0	
1/2" and 3/4" gradings		0.6–1.3	0.6–1.3	
Stabilometer value (min.) ^b	California Test 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

^a Voids in mineral aggregate for RHMA-G must be within this range.

^b California Test 304, Part 2.13.

^c Report this value in the JMF submittal.

Report the average of 3 tests. If the range of stability for the 3 briquettes is more than 8 points, prepare new briquettes and test again. The average air void content may vary from the specified air void content by ± 0.5 percent.

39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design records on a *Contractor Hot Mix Asphalt Design Data* form dated within 12 months of submittal
3. JMF verification on a *Caltrans Hot Mix Asphalt Verification* form, if applicable
4. JMF renewal on a *Caltrans Production Start-Up Evaluation* form, if applicable
5. MSDS for the following:
 - 5.1. Asphalt binder
 - 5.2. Supplemental fine aggregate except fines from dust collectors

If the Engineer requests, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 lb each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.

3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.

Notify the Engineer at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 2 parts to the Engineer and use 1 part for your testing.

39-1.03D Job Mix Formula Review

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate quality characteristics during this review period.

39-1.03E Job Mix Formula Verification

If you cannot submit a *Caltrans Hot Mix Asphalt Verification* form dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit an adjusted JMF on a *Contractor Job Mix Formula Proposal* form before verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content TV up to ± 0.6 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form, except for RHMA-G, do not adjust the TV for asphalt rubber binder below 7.0 percent
2. Aggregate gradation TVs within the TV limits specified in the aggregate gradation tables

For HMA Type A, Type B, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125, except if you request and if authorized, you may sample from any of the following locations:

1. At the plant from deposited piles or windrows
2. From the truck with an automatic sampling device
3. Windrow
4. Mat behind the paver

You may sample from a different project, including a non-Department project, if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 2 split parts and keep 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving all verification samples and the JMF submittal has been accepted. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation TVs within the TV limits
3. Asphalt binder content TV within the TV limit
4. HMA quality specified in the table HMA Mix Design Requirements except:
 - 4.1. Air void content, design value ± 2.0 percent
 - 4.2. Voids filled with asphalt, report only if an adjustment for asphalt binder content TV is less than ± 0.3 percent from OBC

- 4.3. Dust proportion, report only if an adjustment for asphalt binder content TV is less than ± 0.3 percent from OBC

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air void content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under California Test 308. If the same briquettes are used and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the JMF is verified, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in:

1. Asphalt binder content TV up to ± 0.6 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form except do not adjust the TV for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation TVs within the TV limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new *Contractor Job Mix Formula Proposal* form and verification of a plant-produced sample.

The Engineer re-verifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the Department's expense up to 2 proposed JMF, including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

39-1.03F Job Mix Formula Renewal

You may request a JMF renewal by submitting:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design documentation on a *Contractor Hot Mix Asphalt Design Data* form used for the previously verified JMF

If the Engineer requests, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 lb each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.

Notify the Engineer at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split samples into at least 4 parts. Submit 2 parts to the Engineer and use 1 part for your testing.

The Engineer reviews each complete JMF renewal submittal within 5 business days.

The Engineer may verify aggregate qualities during this review period.

The Engineer verifies the JMF under section 39-1.03E except:

1. Engineer retains samples until you provide test results for your part on a *Contractor Job Mix Formula Renewal* form.
2. Department tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics in section 39-1.03E.
3. Engineer verifies each proposed JMF within 30 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF.

If the Engineer verifies the JMF renewal, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

39-1.03G Job Mix Formula Acceptance

You may start HMA production if:

1. Engineer's review of the JMF shows compliance with the specifications
2. Engineer verifies the JMF through start-up testing

39-1.04 CONTRACTOR QUALITY CONTROL

39-1.04B Prepaving Conference

Hold a prepaving conference with the Engineer at a mutually agreed time and place. Discuss methods of performing the production and paving work.

39-1.04D Aggregate

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

39-1.04E Reclaimed Asphalt Pavement

For Method construction Process – The combined aggregate gradations shall use the mix design RAP values.

39-1.04G Briquettes

Prepare 3 briquettes for each stability and air void content determination. Report the average of 3 tests. Prepare new briquettes and test again when the range of stability for the 3 briquettes is more than 8 points.

You may use the same briquettes used for stability testing to determine bulk specific gravity under California Test 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

39-1.05 ACCEPTANCE CRITERIA

HMA acceptance is specified in the sections for each HMA construction process.

The Department samples materials for testing under California Test 125 and the applicable test method, except samples may be taken:

1. At the plant from a truck or an automatic sampling device
2. At the plant from a deposited pile or windrow
3. From the mat behind the paver

Sampling must be independent of Contractor quality control, statistically based, and random.

If you request, the Department splits samples and provides you with a part.

HMA acceptance is based on:

1. Authorized JMF
2. Accepted QC plan for Standard and QC/QA construction process projects

3. Compliance with the HMA acceptance tables
4. Visual inspection

39-1.06 DISPUTE RESOLUTION

Work with the Engineer to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit quality control test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, the party must be accredited under the Caltrans Independent Assurance Program. The independent third party must be independent of the project. By mutual agreement, the independent third party is chosen from an independent, non-biased laboratory having the capabilities to perform the necessary test.

If split quality control or acceptance samples are not available, the independent third party uses any available material representing the disputed HMA for evaluation.

39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the 1st day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125, except if you request and if authorized, you may sample HMA from any of the following locations:

1. At the plant from deposited piles or windrows.
2. From trucks with an automatic sampling device.
3. Windrow
4. Mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 2 split parts and keep 1 part.

For Standard Construction process projects, you and the Department must test the split samples and report test results within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

39-1.08 PRODUCTION

A lot shall be defined as material from the same mix design of the same Project.

Sublots shall be defined as material from a lot, up to but not to exceed 750 tons HMA.

Core lots shall be defined as material from a sublot, up to but not to exceed 250 tons HMA.

No sublot shall be carried over to the next day of production and paving.

39-1.08A General

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department qualified. Before production, the HMA plant must have current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. Set point for asphalt binder content

39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be from 275 to 375 degrees F when mixed with aggregate.

Asphalt rubber binder must be from 350 to 425 degrees F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 degrees F, except aggregate for OGFC must be not more than 275 degrees F. These aggregate temperature specifications do not apply if you use RAP.

HMA with or without RAP must not be more than 325 degrees F.

39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing or sweeping.

39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints
4. Outside of the limits of geosynthetic pavement interlayer between new and existing HMA layers.

Before placing HMA, apply tack coat in 1 application. The application rate must meet the minimum residual rate specified for the underlying surface conditions shown in the following tables:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA overlay over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

Tack Coat Application Rates for OGFC

OGFC over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRRS2 and PMRS2h/PMCRRS2h asphaltic emulsion
New HMA	0.03	0.04	0.03
PCC and existing HMA (AC) surfaces	0.05	0.06	0.04
Planned PCC and HMA (AC) surfaces	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.

For vertical surfaces, apply a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request and if authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be from 285 to 350 degrees F when applied and shall "break" prior to asphalt placement.

Method Construction Process - Payment for Tack Coat is included within the various items of work and no additional compensation will be made.

39-1.09D Geosynthetic Pavement Interlayer

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. These repairs are change order work.
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 ± 0.03 gal of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 to 350 degrees F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no folds that result in a triple thickness, except that triple thickness layers less than 1 inch in width may remain if less than 1/2 inch in height. Folds that result in a triple layer greater than a 1 inch width must be slit and overlapped in a double thickness at least 2 inches in width.

The minimum HMA thickness over the interlayer must be 0.12 foot thick, including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders from 2 to 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control, and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations, unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

Edge of pavement treatment shall be per the 2018 Standard Plan P75, Case B where tapered safety edge is 30 degrees plus or minus 10 degrees. Tapered safety edge shall be extruded, densified edge of uniform grade and consistency as produced with Carlson brand safety attachment. An equivalent extruded, tapered safety edge will be accepted and approved by the County upon performing an acceptable trial example or demonstration.

39-1.11 TRANSPORTING, SPREADING, AND COMPACTING

Do not pave HMA on wet pavement or a frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement or existing facility, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the specified lane edges. You may request other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 degrees F.

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

39-1.12 SMOOTHNESS

39-1.12A General

Determine HMA smoothness with a 12-foot straightedge.

39-1.12B Straightedge

The top layer of HMA pavement must not vary from the lower edge of a 12-foot straightedge:

1. More than 0.01 foot when the straightedge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

39-1.12C Profilograph

Removed

39-1.12D Smoothness Correction

Removed

39-1.13 HOT MIX ASPHALT ON BRIDGE DECKS

Produce and place HMA on bridge decks under the Method construction process.

Aggregate must comply with either 3/4-inch or 1/2-inch HMA Types A and B gradation.

If authorized, aggregate may comply with the no. 4 HMA Types A and B gradation for a section or taper at a bridge end that is less than 1 inch in total depth.

If a concrete expansion dam is to be placed at a bridge deck expansion joint, tape oil-resistant construction paper to the deck over the area to be covered by the dam before placing the tack coat and HMA across the joint.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic.

The tack coat application rate must be the minimum residual rate specified in section 39-1.09C. For HMA placed on a deck seal, use the minimum residual rate specified for a PCC underlying surface.

HMA placed on a deck seal must be placed in at least 2 approximately equal layers. The 1st layer must be at least 1 inch thick after compaction. Protect the deck seal throughout all operations.

For placement of the 1st HMA layer on a deck seal:

1. Comply with the HMA application temperature recommended by the deck seal manufacturer.
2. Deliver and place HMA using equipment with pneumatic tires or rubber-faced wheels. Do not operate other vehicles or equipment on the bare deck seal.
3. Deposit HMA on the deck seal in such a way that the deck seal is not damaged. Do not windrow the HMA material on the bridge deck seal.
4. Place HMA in a downhill direction on bridge decks with grades over 2 percent.
5. Spreading equipment need not be self-propelled.

39-1.14 MISCELLANEOUS AREAS AND DIKES

The following specifications in section 39 do not apply to miscellaneous areas and dikes:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request and if authorized, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

39-1.15 MINOR HOT MIX ASPHALT

39-1.15A GENERAL

39-1.15A(1) Summary

The following specifications in section 39 do not apply to minor HMA:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

39-1.15A(2) Definitions

Reserved

39-1.15A(3) Submittals

Reserved

39-1.15A(4) Quality Control and Assurance

Reserved

39-1.15B MATERIALS

The minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate gradation and 6.0 percent for 1/2-inch aggregate gradation.

Choose asphalt binder Grade PG 64-10, PG 64-16, or PG 70-10.

If you request and if authorized, you may reduce the minimum asphalt binder content.

Choose the 3/8-inch or 1/2-inch HMA Type A or Type B aggregate gradation.

39-1.15C CONSTRUCTION

Produce HMA at a central mixing plant.

Choose any method and equipment to spread and compact.

The surface must be:

1. Textured uniformly

2. Compacted firmly
3. Without depressions, humps, and irregularities

Smoothness specifications do not apply.

39-1.30 PAYMENT

Section 39-1.30 includes specifications for HMA payment. The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under section 92 or section 94.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity. Section 9-1.06 does not apply to tack coat.

Place hot mix asphalt dike of the type specified is measured along the completed length.

Place hot mix asphalt (miscellaneous areas) is measured as the in-place compacted area.

HMA dike is paid for as place hot mix asphalt dike of the type specified in the Bid Item List and by weight for hot mix asphalt.

HMA specified to be placed in miscellaneous areas is paid for as place hot mix asphalt (miscellaneous area) and by weight for hot mix asphalt.

If minor hot mix asphalt is paid by area, it is measured from the dimensions shown.

Payment for tack coat for minor HMA is included in payment for minor hot mix asphalt or the bid item that requires minor HMA.

Geosynthetic pavement interlayer is measured for the actual pavement area covered.

The Contractor shall, at their expense retain a third-party testing laboratory as described in Section 39-1.06 to complete the testing necessary to prove material suitability. No costs shall be borne by the County as a result of this additional testing unless written approval is provided by the Resident Engineer prior to testing.

39-2 METHOD CONSTRUCTION PROCESS

39-2.01 GENERAL

Section 39-2 includes specifications for HMA produced and constructed under the Method construction process.

39-2.02 ACCEPTANCE CRITERIA

39-2.02A Testing

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

HMA Acceptance—Method Construction Process

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b
Sand equivalent (min) ^c	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) ^{c, d} No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37	30 35	-- 23	-- --
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75 70	25 -- 20	-- 90 70	90 75 90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45	-- 50	12 40	12 40
Air void content (%) ^{c, e}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min)	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	76.0–80.0 73.0–76.0 65.0–75.0 65.0–75.0	76.0–80.0 73.0–76.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 ^g 18.0–23.0 ^g	--
Dust proportion ^f No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.9–2.0 0.6–1.3	0.9–2.0 0.6–1.3	Report only	--
Smoothness	Section 39-1.12	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D

Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c The Engineer reports the average of 3 tests from a single split sample.

^d California Test 304, Part 2.13.

^e The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^f Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form.

^g Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than 750 tons or 1 day's production, whichever is less.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. Take samples and split each sample into 4 parts in the Engineer's presence. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Department tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement.

39-2.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers as follows:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures must be taken in the shade.

Spread HMA Type A and Type B at the atmospheric and surface temperatures shown in the following table:

Minimum Atmospheric and Surface Temperatures

Compacted layer thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, °F		Surface, °F	
	Unmodified asphalt binder	Modified asphalt binder ^a	Unmodified asphalt binder	Modified asphalt binder ^a
< 0.15	55	50	60	55
0.15–0.25	45	45	50	50

^a Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is unmodified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 250 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 200 degrees F
3. Finish compaction before the surface temperature drops below 150 degrees F

If the asphalt binder for HMA Type A and Type B is modified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 240 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 180 degrees F
3. Finish compaction before the surface temperature drops below 140 degrees F

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A and Type B with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the thickness of the HMA layer is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the thickness of the HMA layer is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not exceeding 5 mph.

Perform finish compaction of HMA Type A and Type B with 1 coverage using a steel-tired roller.

39-3 EXISTING ASPHALT CONCRETE

39-3.01 GENERAL

39-3.01A General

Section 39-3.01 includes general specifications for performing work on existing asphalt concrete facilities.

Work performed on existing asphalt concrete facilities must comply with section 15.

39-3.01B Materials

Not Used

39-3.01C Construction

Before removing a portion of an asphalt concrete facility, make a 2-inch deep saw cut to a true line along the limits of the removal area.

39-3.01D Payment

Not Used

39-3.02 REPLACE ASPHALT CONCRETE SURFACING

39-3.02A General

Section 39-3.02 includes specifications for replacing asphalt concrete surfacing

39-3.02B Materials

HMA to be used for replacing asphalt concrete surfacing must comply with Type A HMA as specified in section 39-2.

The grade of asphalt binder must be PG 64-10.

Tack coat must comply with section 39-1.02B.

39-3.02C Construction

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-1.09C.

Place HMA using method compaction as specified in section 39-2.

39-3.02D Payment

The payment quantity for replace asphalt concrete surfacing is the volume determined from the dimensions shown.

39-3.03 REMOVE ASPHALT CONCRETE DIKES

39-3.03A General

Section 39-3.03 applies to removing asphalt concrete dikes outside the limits of excavation.

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

39-3.04 COLD PLANING ASPHALT CONCRETE PAVEMENT

39-3.04A General

Section 39-3.04 includes specifications for cold planning asphalt concrete pavement.

Cold planning asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planning.

39-3.04B Materials

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-1.15.

39-3.04C Construction

39-3.04C(1) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next work shift.
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized.

39-3.04C(2) Grade Control and Surface Smoothness

Install and maintain grade and transverse slope references.

The final cut must result in a neat and uniform surface.

The completed surface of the planed pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

39-3.04C(3) Planed Material

Remove cold planed material concurrently with planing activities such that the removal does not lag more than 50 feet behind the planer.

39-3.04C(4) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

39-3.04D Payment

Not Used

39-3.05 REMOVE BASE AND SURFACING

39-3.05A General

Section 39-3.05 includes specifications for removing base and asphalt concrete surfacing.

39-3.05B Materials

Not Used

39-3.05C Construction

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least 6 inches below the grade of the existing surfacing. Backfill resulting holes and depressions with embankment material under section 19.

39-3.05D Payment

The payment quantity for remove base and surfacing is the volume determined from the dimensions shown.

39-3.06–39-3.08 RESERVED

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DIVISION VI STRUCTURES

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51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace the 1st paragraph of section 51-1.01D(3)(b)(ii) with:

After deck surfaces and approach slabs have been textured, the Contractor performs friction testing of the concrete surfaces under California Test 342. Allow 25 days for the Department to schedule for coefficient of friction testing.

Replace the second paragraph of section 51-1.03F(5)(a) with:

The contractor sets deck elevation control points for use in establishing the grade and cross section of the deck surface. The grade established by the deck elevation control points includes all camber allowances. Elevation control points will not be closer together than approximately 8 feet longitudinally and 24 feet transversely to the bridge centerline.

Replace the first paragraph of section 51-1.03F(5)(b)(i) with:

Except for bridge widenings and bridge decks to be covered with an overlay, texture roadway surfaces of bridge decks, approach slabs, and sleeper slabs, and other roadway surfaces of concrete structures longitudinally by grinding and grooving.

Add to section 51-1.03G(1):

The drystack rock texture must simulate the appearance of stacked stones, have random shadow patterns and match the texture, color, and pattern of the drystack texture at (M348) Kaweah River Bridge located near Three Rivers. The County will provide pictures showing the finish they are expecting to replicate. Surface between imprints that do not exhibit the drystack rock architectural treatment must be textured with a tool.

60 EXISTING STRUCTURES

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
46C0133	Remove bridge, wingwalls, and surrounding retaining walls. Deliver water filled cushions back to county public works (51115 Eshom Valley Dr, Badger, CA 93603).

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

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75 MISCELLANEOUS METAL

Add to the end of the numbered list in section 75-3.01A:

6. Dry Hydrant

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78 INCIDENTAL CONSTRUCTION

Replace 1st Sentence of Section 78-2.02:

Concrete must be rapid setting with an expected compressive strength of at least 3,000 psi within 1 hour of placement. Concrete shall be RAPID SET brand CONCRETE MIX or approved equal.

Replace Section 78-2.04 with:

Payment for all work involved in constructing, adjusting survey monuments as described in the plans, specifications, and, or as directed by the Engineer is included in the payment for "Survey Monument".

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80 FENCES

Replace section 80-2.02A with:

80-2.02A General

Posts must be metal.

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DIVISION IX TRAFFIC CONTROL DEVICES

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82 SIGNS AND MARKERS

Add to Section 82-2.02A:

All proposed signs shown in the plans must have a sign face reflective material that is "High Intensity Prismatic" (HIP) or equivalent.

All signs must have a graffiti protective face for easy maintenance and shall be a 3-M 1160 Protective Sheeting or approved equal.

All sign panels not reused on the project shall be returned to Tulare County Resource Management Agency or to the Engineer for recycle.

Replace Section 82-2.04:

Payment for furnishing sign panels shall be included in payment for the roadside sign-one Post.

Add to section 82-3.02A:

All sign panels shall be unframed single sheet aluminum measuring 0.080" in thickness and shall comply with the requirements of section 82-2.02E

Add to section 82-3.02E:

The top-bolt on each sign shall be mounted with model #M2G-VP56N 5/16 vandal proof nut (or approved equal).

Replace Last paragraph of Section 82-3.04 with:

Payment for furnishing all materials including post, hardware, sign panels, and post anchorage shall be included in the payment for roadside sign and no additional payment will be granted.

83 RAILINGS AND BARRIERS

Replace section 83-2.02C(3) with:

83-2.02C(3) Type WB-31 Transition Railings

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 2'-6" minimum using a ratio of 6:1.

Replace section 83-2.04E with:

83-2.04E Alternative In-line Terminal—TL-2

83-2.04E(1) General

83-2.04E(1)(a) Summary

Section 83-2.04E includes specifications for constructing alternative in-line terminal—TL-2.

83-2.04E(1)(b) Definitions

Not Used

83-2.04E(1)(c) Submittals

At least 10 days before installation, submit the following from the manufacturer for each model of the in-line terminal used:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instruction manual
4. Maintenance manual

For each in-line terminal, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

83-2.04E(1)(d) Quality Assurance

The Engineer signs and dates the completed checklists, verifying the in-line terminal at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminals. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04E(2) Materials

Alternative in-line terminal must be one of the following or a Department-authorized equal:

1. MAX-Tension Tangent Guardrail End Treatment is a tangent, re-directive non-gating guardrail terminal manufactured by Barrier Systems, Inc. The terminal has a length of 30'-1/2" and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

2. Soft-Stop Guardrail Terminal is a tangent, re-directive gating end terminal by Trinity Highway Products, LLC/Valtir, LLC. The terminal length is 38'-3 1/2" and can be flared for an offset of 0 to 2 feet at the head. The Soft-Stop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY-PRODUCTS, LLC/VALTIR, LLC 15601 DALLAS PARKWAY, STE 525 ADDISON TX 75001	Telephone: (888) 323-6374

83-2.04E(3) Construction

Install alternative in-line terminal under the manufacturer's installation instructions. A copy of the Caltrans-approved manufacturer's drawings and installation manual must be onsite for each installed model of terminal.

Identify each terminal by painting the terminal type in 2-inch-high, neat, black letters and figures on the backside of the rail element between terminal post numbers 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying paint, clean the surface of dirt, grease, oil, salt, or other contaminants and allow to dry.

The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

To install MAX-Tension terminal, use an I-beam W6x9x6 post at post 1 and install W6x8.5 or W6x9 at post positions after post 1. Use 8-inch or 12-inch wood or plastic blocks.

To install Soft-Stop terminal, use W6 x 8.5 steel yielding terminal posts for posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Use 8-inch or 12-inch wood or plastic blocks.

83-2.04E(4) Payment

Not Used

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84 MARKINGS

Delete the 9th paragraph of Section 84-2.03B(6)

Replace section 84-2.02G Paint with:

Section 84-2.02G Paint

The paint for the traffic stripes and pavement markings must be acrylic water-based paint and comply with the specifications for the paint type and color shown in the following table:

Paint Specifications

Property	White	Yellow	Test
Pigment – Percent by weight, minimum	62.0	62.0	ASTM D3723
Total Solids – Percent by weight, minimum	75.0	75.0	ASTM D2369
Nonvolatile vehicle – Percent by weight vehicle, minimum*	35.0	37.0	FTMS 4051
Viscosity, KU @ 77 degrees F	80-95	80-95	ASTM D562
Density, lb/gal, minimum	14.1	13.8	ASTM D1475
Volatile Organic Content (VOC) – g/l maximum	100	100	EPA Method 24
Contrast Ratio, 5 mils wet, minimum	0.95	0.95	ASTM D2805
Directional Reflectance Minimum	90.0	50.0	ASTM E1347
Dry Opacity – Minimum (5 mils wet)	0.95	0.95	ASTM D2805

*Binder – 100 percent acrylic cross-linking polymer, by weight, as determined by infrared analysis and other chemical analysis available to the Department. Refer to ASTM D 2205

Replace section 84-2.04 PAYMENT:

Section 84-2.04 PAYMENT

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for a pavement marking is the area covered.

A double extruded thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 1 traffic stripe.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 1 traffic stripe.

A double traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe

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CALTRANS STANDARD PLANS

2022 EDITION

STANDARD PLANS LIST

Project Plans to be supplemented with applicable 2022 Caltrans Standard Plans including updates made by the following Revised Standard Plans (RSPs):

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Lines and Symbols (Sheet 1 of 5)
A10B	Lines and Symbols (Sheet 2 of 5)
A10C	Lines and Symbols (Sheet 3 of 5)
A10D	Lines and Symbols (Sheet 4 of 5)
A10E	Lines and Symbols (Sheet 5 of 5)
A10F (RSP)	Soil (Sheet 1 of 2)
A10G (RSP)	Soil (Sheet 1 of 2)
A10H (RSP)	Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A (RSP)	Pavement Markers and Traffic Lines - Typical Details
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MIDWEST GUARDRAIL SYSTEM – STANDARD RAILING SECTIONS (CONTINUED)

A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
A77M1	Midwest Guardrail System - Standard Hardware
A77N2	Midwest Guardrail System - Steel Post and Notched Wood Block Details
A77N3 (RSP)	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
A77N4 (RSP)	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

MIDWEST GUARDRAIL SYSTEM – TYPICAL LAYOUTS FOR EMBANKMENTS

A77P1 (RSP)	Midwest Guardrail System – Typical Layout for Embankments
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MIDWEST GUARDRAIL SYSTEM – TYPICAL LAYOUTS FOR STRUCTURES

A77Q1 (RSP)	Midwest Guardrail System – Typical Layout for Structure Approach
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A77Q4 (RSP)	Midwest Guardrail System – Typical Layout for Structure Departure
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A77Q5 (RSP)	Midwest Guardrail System – Typical Layout for Structure Departure
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MIDWEST GUARDRAIL SYSTEM – CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS, AND WALLS

A77U1	Midwest Guardrail System – Connections to Bridge Railings without Sidewalks Details No. 1
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A77U2	Midwest Guardrail System – Connections to Bridge Railings without Sidewalks Details No. 2
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A77U4	Midwest Guardrail System – Transition Railing (Type WB-31)
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CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESIBLE PARKING

A87B	Hot Mix Asphalt Dikes
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A87D	Overside Drains
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TEMPORARY TRAFFIC CONTROL SYSTEMS

T9	Traffic Control System Tables for Lane and Ramp Closures
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CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESIBLE PARKING

A87B	Hot Mix Asphalt Dikes
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A87D	Overside Drains
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BRIDGE DETAILS

B0-1	Bridge Details
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B0-3	Bridge Details
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B0-6	Bridge Details
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B0-13	Bridge Details
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JOINT SEALS

B6-21	Joint Seals (Maximum Movement Range = 2")
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STRUCTURE APPROACH

B9-4	Structure Approach – Type EQ (10)
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B9-5	Structure Approach – Slab Details
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B9-6	Structure Approach – Drainage Details
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CONCRETE BARRIERS

B11-83	Concrete Barrier Type 85 Details No. 1
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B11-84	Concrete Barrier Type 85 Details No. 2
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B11-85	Concrete Barrier Type 85 Details No. 3
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APPLICABILITY OF INDIRECT SOURCE RULE (ISR)



October 11, 2022

Jessica Willis
County of Tulare
5961 South Mooney Blvd.
Visalia, CA 93277

Subject: Applicability of Indirect Source Review (ISR) Rule 9510: Not Subject
Project Name: Mountain Road 109 White River Bridge Replacement
ISR Determination Project No.: C20220348

Dear Ms. Willis:

The San Joaquin Valley Air Pollution Control District (District) is in receipt of your correspondence dated August 4, 2022, requesting determination of the applicability of District Rule 9510 (Indirect Source Review) to the above referenced project proposed by the County of Tulare (County). The project consists of replacing and widening the existing 1-lane bridge on Mountain Road 109 (M109) over White River with a 2-lane bridge since the bridge has been deemed structurally deficient. The project is located approximately 500 feet north of Mountain Road 12 and approximately 8 miles southeast of Fountain Springs in Tulare County, California.

The District has reviewed the information provided and determined this Project is exempt under District Rule 9510 section 4.4.1; reconstruction of a development project that is damaged or destroyed, and is rebuilt to essentially the same use and intensity. Therefore, District Rule 9510 requirements and related fees do not apply to the Project.

Please be aware that changes to the Project, i.e., change in land use type or increase in use intensity may exceed an applicability threshold, resulting in the Project being subject to District Rule 9510.

Also, enclosed is a document with answers to frequently asked questions regarding Indirect Source Review (ISR). This may be used as a reference to better understand ISR and how the District processes applications. Should the Project become subject to Rule 9510, an Air Impact Assessment (AIA) application must be submitted to the District, consistent with Section 5.0 of District Rule 9510. The AIA application can be downloaded from the District's website at <http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>.

Please pay close attention to the following additional information:

- **District Rule 2010 (Permits Required).** You may be required to obtain a District Authority to Construct prior to installation of equipment that controls or may emit air contaminants, including but not limited to emergency internal combustion engines, boilers, and baghouses. Information on how to comply with District Rule 4002 can be found online at: <http://www.valleyair.org/busind/pto/ptoforms/1ptoformidx.htm>.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95358-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1890 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

www.valleyair.org

www.healthyliving.com

Printed on recycled paper

- Dust Control Plan. Please be aware that you may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in District Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities*. Information on how to comply with Regulation VIII can be found online at: http://www.valleyair.org/busind/comply/PM10/compliance_PM10.htm.
- Asbestos Requirements for Demolitions. In the event an existing building will be renovated, partially demolished or removed, the Project may be subject to District Rule 4002. This rule requires a thorough inspection for asbestos to be conducted before any regulated facility is demolished or renovated. Information on how to comply with District Rule 4002 can be found online at: <http://www.valleyair.org/busind/comply/asbestosbuln.htm>.

To identify other District rules or regulations that apply to this project or to obtain information about District rules and permit requirements, the applicant is strongly encouraged to visit www.valleyair.org or contact the District Small Business Assistance office at:

Fresno office: (559) 230-5888
Modesto office: (209) 557-6446
Bakersfield office: (661) 392-5665

Thank you for your cooperation in this matter. If you have any questions, please contact Mr. Eric McLaughlin by telephone at (559) 230-5808 or by email at eric.mclaughlin@valleyair.org.

Brian Clements
Director of Permit Services



For: Mark Montelongo
Program Manager

Enclosure: FAQ ISR

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SOLID WASTE DISPOSAL AND RECYCLING REPORT
CEM-44-01 (REV 01/2018)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-80, Sacramento, CA 95814.

MASTER AGREEMENT

The County is required by its funding source to include the following Articles from the Master Agreement 06-5946F15 dated July 6, 2016 for Federal-aid Projects in all subcontracts to which that Master agreement would apply. Under the Master Agreement, the term "ADMINISTERING AGENCY" shall be taken to mean the County of Tulare and the Term "STATE" shall be taken to mean the California Department of Transportation (Caltrans). The Contractor is subject to the terms of the Master Agreement.

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project specific " Authorization/Agreement Summary ", herein referred to as " E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).
8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project- specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on State-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES

11. If PROJECT involves work within or partially within State-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with

Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit-A) attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached here to). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non- profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code

section 16304). The exact date of fund reversion will be reflected. in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V - AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

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 AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

c. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party 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.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

10. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

11. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

12. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

13. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

14. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

15. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

16. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

17. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

18. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

EXHIBIT A-FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due

to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take

any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

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

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

(2) Nondiscrimination: ADMINISTERING AGENCY, 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. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY 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 ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

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

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

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

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and

facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

APPENDIX E OF THE TITLE VI ASSURANCES (US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PERMITS

- **California Department of Fish and Wildlife (CDFW)**

- Streambed Alteration Agreement

- **Central Valley Regional Water Quality Control Board**

- Clean Water Act Section 401 Water Quality Certification and Order

UNOFFICIAL

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

STREAMBED ALTERATION AGREEMENT

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS TUL-35047-R4
WHITE RIVER - TULARE COUNTY

TULARE COUNTY – RESOURCE MANAGEMENT AGENCY
HERNAN BELTRAN
5961 SOUTH MOONEY BOULEVARD
VISALIA, CALIFORNIA 93277

M109 OVER WHITE RIVER BRIDGE REPLACEMENT PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Tulare County Resource Management Agency (Permittee), represented by Hernan Beltran.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 17, 2022, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the Protective Measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

PROJECT LOCATION

The Project is located at the Mountain Road 109/Old Stage Road intersection with the White River, approximately seven miles southeast of Fountain Springs and approximately 21 miles east of the City of Delano, south-central Tulare County, California; northeast ¼ of Section 28, Township 24 South, Range 29 East; USGS 7.5 Minute Quad White River MDB&M; Assessor's Parcel Numbers 344-030-002, 344-030-004, 344-030-005, and an unassigned government owned parcel; GPS coordinates 35.813214, -118.84551 (Figure 1).

PROJECT DESCRIPTION

The Project involves activities related to the demolition of the existing 40-foot-long by 16-foot-wide bridge over the White River (Bridge No. 46C-0133) and replacement with a 94-foot-long by 26-foot-wide two-lane bridge structure. The approximate limits of the Project range from approximately 500 feet northwest of the existing bridge to approximately 300 feet southwest of the existing bridge (see Figure 2). The main stages of construction include clearing and grubbing, installation of water diversion equipment in areas where instream work is required, grading, bridge construction, bridge removal, and placement of rock slope protection.

Clearing and grubbing of the Project area will remove all vegetation, debris, and obstructions that may impede construction. Removed vegetation will include grasses, herbs, shrubs, and trees. Table 1 show the numbers and sizes of trees of each species to be removed.

Table 1. Trees to be removed.

Size Class (inches)	Species	Number of Trees Removed
<6	Northern California black walnut (<i>Juglans hindsii</i>)	1
6-11	California sycamore (<i>Platanus racemosa</i>)	1
	Northern California black walnut (<i>Juglans hindsii</i>)	10
11-24	Buckeye (<i>Aesculus californica</i>)	3
	California sycamore (<i>Platanus racemosa</i>)	9
	Gooding's willow (<i>Salix gooddingii</i>)	21
	Interior live oak (<i>Quercus wislizeni</i>)	3
>24	California sycamore (<i>Platanus racemosa</i>)	4
	Gooding's willow (<i>Salix gooddingii</i>)	5
Total		57

After grubbing, a temporary water diversion will be installed upstream and downstream of the bridge. The structure will consist of one to three 48-inch-diameter, 325-foot-long culverts anchored at each end by six-foot-tall, 35-foot-long sandbag berms (Figure 3). The berms will be wrapped in plastic to prevent sand from entering the water. After the in-channel work has been completed, the berms and culverts will be removed to permit normal flow. Nuisance water is not expected to be present or pumped from the site.

Prior to bridge construction, approximately 0.1 acre of the stream will be graded to match the contours of slopes at the upstream and downstream points of the Project. Desired slopes will be determined prior to work through surveys and will be checked throughout grading activities through the use of total station or high accuracy GPS survey equipment.

The new bridge structure will be constructed along a new alignment approximately 35 feet downstream (west) of the existing bridge. The bridge will not require piles for installation; the bridge shallow foundations will be placed atop bedrock. The foundations for two abutments, each with approximately 36.5-foot-long wing walls, and two piers, each consisting of four two-foot-diameter columns, will be constructed by excavating

approximately 15 to 25 feet below grade down to bedrock, placing rebar reinforcement, and casting concrete atop the intact bedrock. Once the shallow foundations have cured, the abutment walls and pier column forms will be placed, reinforcement will be installed, and the concrete cast and cured to complete the abutments and piers. Installation will require 165 cubic yards of concrete for abutments and 40 cubic yards of concrete for piers. The cast-in-place reinforced concrete slab bridge deck will be constructed over the abutments and piers.

The existing bridge will remain open during construction and will be dismantled and removed after the new bridge is complete and open. The existing steel spans measuring approximately 40-feet-long by 16-feet-wide by 2-feet-deep will be sawcut or disconnected from the existing concrete abutments and piers. The spans will be removed by crane or other lifting equipment. The 18-feet-wide by 12.5-feet-tall by 2-feet-deep abutments and approximately 18-feet-wide by 13-feet-tall by 1-foot-deep piers will be sawcut and jackhammered into smaller segments and removed offsite. Concrete debris will be scooped up with a front-end loader or excavator and then placed into waiting haul trucks for off-site disposal. The piers and footings will be removed to a minimum depth of five feet below grade. Approximately 1,850 cubic yards of roadway embankment material will be removed from the site of the existing bridge. The stream slopes will be fine graded to conform to upstream contours. A total area of approximately 0.12 acres will be returned to stream contours after removal of existing bridge structures and features.

Rock slope protection (RSP) measuring 20 to 24 inches will be placed around the bridge structure and embankments over a total of 0.19 acre. The north bank will receive 850 cubic yards and the south bank will receive 240 cubic yards of RSP. All RSP will be placed approximately 3.5 feet deep over filter fabric, with a four-foot by two-foot key at the toe of the slope. The RSP will be sourced from an offsite quarry. Slopes that are not stabilized with RSP will be treated with a locally native hydroseed mix. Hydroseed will be applied to 0.304 acre of regraded slope north of the bridge and 0.300 acre south of the bridge.

Project staging will occur on disturbed areas outside the stream and are depicted in Figure 2. Project access will be via Mountain Road 109. Equipment required to complete the Project include a dump truck, an excavator, a crane, a concrete pump, a concrete truck, a paver, a roller, a motor grader, a loader a dump truck, a generator, a concrete saw, and hand tools. Project activities will take approximately eight to 12 months to complete.

PROJECT IMPACTS

The Project will impact approximately 500 linear feet of the White River, with vegetation removal over 0.55 acres. The Project area habitats consist of riparian woodland with tree species listed in Table 1, and understory including mostly native shrubs and herbs, including elderberry (*Sambucus mexicana*) and stinging nettle (*Urtica dioica*). Wetland and aquatic plant species such as spike rush (*Eleocharis palustris*), water smartweed

(*Persicaria amphibia*), and blue water-speedwell (*Veronica anagallis-aquatica*) grow within and along the edges of the channel.

The Project could also result in impacts to fish and wildlife resources from sedimentation and erosion resulting from ground disturbing activity; disturbed soils being carried downstream by subsequent flows, relocated, and re-deposited in areas used by fish and wildlife; direct impacts including mortality caused by crushing of vegetation or of subterranean wildlife habitats and loss of microhabitats; crushing of vegetation that provides nesting, denning, foraging, or cover habitat for wildlife and its prey; introduction of nonnative species from equipment, tools, and machinery used previously at other locations; vehicle or equipment leaks or accidental spills of petroleum hydrocarbons (fuels and lubricating oils) resulting in contamination of stream sediments and deleterious substances being carried downstream during subsequent flows; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, increased predation, reduced foraging efficacy, and other behavioral changes.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the species in Table 2 as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem could potentially be impacted.

Table 2. Special Status Species with Potential to be Impacted.

Species Names (Scientific, Common)		CRPR Rank	Federal Status	State Status
Plants				
<i>Diplacus pictus</i>	Calico monkeyflower	1B.2	-	-
<i>Pseudobahia peirsonii</i>	San Joaquin adobe sunburst	1B.1	T	E
<i>Sidalcea keckii</i>	Keck's checkerbloom	1B.1	E	-
Animals				
<i>Bombus crotchii</i>	Crotch's bumblebee	-	-	C
<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	-	-	SSC
<i>Spea hammondi</i>	Western spadefoot	-	-	SSC
<i>Taxidea taxus</i>	American badger	-	-	SSC
<i>Vulpes macrotis mutica</i>	San Joaquin kit fox	-	E	T

CRPR = California Rare Plant Rank; SSC = Species of Special Concern; E = Endangered; T = Threatened; C = Candidate for Listing

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take.
 - (a) This Agreement does not authorize the take (defined in Fish & G. Code, §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened, endangered, and candidate species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened, endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW at least one (1) week prior to beginning the Project. Permittee shall submit revised work schedules to CDFW following any delays. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement (Reporting Measure 3.2(o)).

- 1.9 Training. Prior to starting Project activity, all employees, contractors, and visitors who will be present during Project activity shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. Permittee shall provide the training sign-in sheet, name and qualifications of the person providing the training, and copies of any training materials to CDFW within one (1) week of each training.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Timing of Work. All work activities shall be confined to daylight hours, defined as that daytime period between sunrise and sunset.
- 2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the bed, banks, and floodplain. These "work area" limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained for the duration of Project activity and removed immediately upon completion of Project activity. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
- (a) Pre-Activity Surveys for potential rare, listed, or other sensitive status species shall be conducted by a qualified biologist within two (2) weeks prior to commencing Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. Permittee shall submit survey reporting to CDFW within one (1) week of completing each survey. If any State- or Federally-listed threatened, endangered, or candidate species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery immediately and no work shall proceed until written approval is provided by CDFW or CESA take authorization is obtained through the issuance of an Incidental Take Permit, pursuant to Fish and Game Code section 2081, subdivision (b). An amended Agreement and/or a State Incidental Take Permit, in addition to subsequent CEQA analysis, may be warranted.
 - (b) Crotch's Bumble Bee. A qualified biologist shall survey the work area prior to the start of Project activities to identify whether over-wintering, nesting, or foraging habitats of the Crotch bumble bee are present on or within 100 feet of the work area. If suitable habitat is identified in the Project work area, a qualified biologist shall conduct visual surveys during the flying period

between March 1 to September 1, prior to Project activity. Permittee shall submit survey reporting to CDFW at least one (1) week prior to commencing any Project work. If an individual is observed, Project activities shall not occur until the animal has left the work area of its own volition. If a nest is observed, no Project activities shall occur until a plan to protect Crotch bumble bee, including over-wintering queens, has been submitted to CDFW and approved in writing by CDFW.

- (c) Bat Species. Preconstruction surveys for daytime roosting bats shall be performed by a qualified biologist within 30 days prior to the start of Project activities for the existing bridge and any other roosting habitat within the work area and a 50-foot buffer. Survey methodology may include visual surveys of bats (observation of presence of bats during foraging period), inspection of for suitable habitat or bat sign (guano), or use of ultrasonic detectors (i.e., Anabat). A Bat Survey Report shall be completed that includes, but is not limited to, the survey methodology and, if present, the colony size, roost location, and other characteristics. The Bat Survey Report shall be submitted to CDFW at least one (1) week prior to initiating Project activity. If surveys confirm that bats daytime roost in areas that will be impacted by the Project, or if bat presence is assumed, a Bat Exclusion Plan shall also be developed by Permittee and submitted to CDFW for review and approval prior to its implementation. Following an initial negative survey finding, a repeat bat survey shall be conducted within one (1) week prior to the start of work to address the possibility of bats colonizing the bridge or other structures before the Project begins. Detection of bats at that time will require a Bat Exclusion Plan as described above.
- (d) Western Spadefoot: Individuals of this species discovered during Project activities shall be allowed to move out of the work area of their own volition. If this is not feasible, individuals shall be captured by a qualified biologist and relocated to the nearest suitable habitat at least 100 feet from the work area. Permittee shall include a summary of all individuals moved, including the locations of capture and release, in the Final Report (Reporting Measure 4.2(o)(ii)).
- (e) American Badger. Any American badger detected within the work area during Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or within 50 feet of the work area, Permittee shall maintain a 50-foot no-disturbance buffer around the burrow entrance. If this buffer is not feasible, Permittee shall consult with CDFW to determine whether the buffer may be reduced. If avoidance of the burrow is not feasible, Permittee shall submit a Badger Eviction Plan to CDFW for written approval at least two (2) weeks prior to any proposed eviction of badgers. Eviction of badgers will not be approved by CDFW unless it is confirmed that no dependent young are present. Permittee shall not implement any buffer reduction or eviction activity without prior written approval from CDFW.

- (f) San Joaquin Kit Fox: Within 30 days prior to the start of each Project activity, a qualified biologist shall perform transect surveys of the work area and a 500-foot buffer, to identify potential dens and other kit fox sign. Permittee shall submit survey results to CDFW within one (1) week of completing surveys. If sign of kit fox is detected, a qualified biologist shall be available on-site during all Project-related activities that could impact the species. If kit fox is found on or within 500 feet of the work area, all activity shall cease until a qualified biologist confirms that the individual(s) has left of its own volition.

If San Joaquin kit fox dens are found, they shall be avoided by appropriate distances (potential or atypical den = 50 feet; known den = 100 feet; pupping den = 500 feet). During reconnaissance-level surveys the den will be treated as a known den unless sign associated with natal/pupping activity is observed. If any occupied San Joaquin kit fox pupping dens are subsequently discovered, Permittee shall stop work and contact CDFW for further guidance. Absolutely no disturbance to known San Joaquin kit fox dens shall occur and no work shall occur within the above buffers without contacting CDFW and obtaining written authorization to do so. Permittee is advised that an Incidental Take Permit for San Joaquin kit fox may first be required for such activities.

- (g) Special Status Plants: Special status plant species have the potential to occur; therefore, Permittee shall conduct surveys for these plants and natural communities during the flowering season prior to any Project activities, using the CDFW 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). Permittee shall provide survey results to CDFW at least one (1) week prior to the start of Project activities. If special status plant species are identified, Permittee shall identify them with flagging and avoid with a 25-foot no-disturbance buffer during Project activities. If avoidance is not feasible, Permittee shall consult with CDFW to determine whether alternate avoidance measures are possible. Permittee may request a reduced buffer for non-listed plant species; Permittee shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval to do so.
- (h) Reporting Observations to CNDDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and provide copies of the CNDDDB forms in the Final Report (Reporting Measure 4.2(o)(iii)).

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project implementation, said fish or wildlife shall be allowed to leave the work area unharmed.
- (b) To protect nesting birds, no Project activity shall commence during the nesting season (February 1 through August 31) unless the following Avian Nest Surveys are completed by a qualified biologist within two (2) weeks prior to the start of Project activity. Permittee shall submit survey reporting to CDFW within one (1) week following surveys.

Birds of Prey: Survey for nesting activity of birds of prey within the work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival.

Other Avian Species: Survey for nesting activity within the work area and a 250-foot radius. If any nesting activity is found, these nests shall be protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest site.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the work area would be concealed from a nest site by topography.

- (c) Swallows. If swallows could nest on the existing bridge and Project activity to demolish the existing bridge will commence after the start of the avian nesting season, Permittee shall provide a Swallow Exclusion Plan to CDFW for written approval by January 1 of the year that demolition work will occur. The Swallow Exclusion Plan must include methods to prevent swallows from nesting on the structure prior to the start of bridge removal activity and must include maintenance of any material or device used to prevent swallows from accessing structures suitable for nesting. Swallow exclusion methods shall be implemented prior to the start of the nesting season (i.e., February 1) and must include monitoring by a qualified biologist to ensure that no swallows have entered the structure prior to installing any screens, netting, or other approved material or device, in addition to monitoring until the bridge is removed.

2.5 Vegetation.

- (a) Prior to initiation of Project activities, Permittee shall identify and clearly mark all trees and shrubs to be removed, to prevent accidentally removing trees and shrubs that should not otherwise be affected.

- (b) The disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project and shall only occur within the defined work area. Permittee shall take precautions to avoid other damage to woody vegetation by people or equipment.
- (c) Permittee shall document the numbers and species of all trees and shrubs that are four inches DBH or greater that are removed during Project activities. Trees and shrubs with a DBH of four inches or greater that are removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that heritage trees 24 inches or greater shall require replanting at a 10:1 ratio. These numbers shall inform the replanting requirements in Compensatory Measure 3.1.
- (d) Vegetation removed from the work area shall be disposed of at an appropriate off-site location where the material cannot enter the stream. No such material shall be stockpiled in the streambed or bank.
- (e) All invasive, nonnative plant species that are cut, damaged, or disturbed during the Project shall be removed from the stream. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other nonnative plant species shall be disposed of appropriately.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall only operate during naturally dry conditions or after dewatering.
- (b) Vehicles, equipment, and other machinery shall be inspected for the presence of undesirable plant species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative, invasive plant species.
- (c) Vehicle and equipment access shall be limited to predetermined ingress and egress corridors. All other stream areas adjacent to the work area shall remain off-limits to vehicles and equipment.
- (d) All equipment or vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill/Spoil.

- (a) Spoil storage sites shall be located outside the work area, where spoil will not be washed into the stream or cover aquatic or riparian vegetation.
- (b) Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the river, except as otherwise addressed in this Agreement.
- (c) All rock, gravel, and/or other materials placed within or adjacent to the stream shall consist of clean, natural rock and shall not include broken concrete, asphalt, or other material that is deleterious to fish or wildlife.

2.8 Erosion.

- (a) No work within the banks of the stream shall be conducted during rain or within 24 hours following rainfall totaling $\frac{1}{4}$ inch of rain in any 24-hour period.
- (b) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (c) If the Project causes any exposed slopes or exposed areas on vegetated areas of the stream banks, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25% of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall submit a Seed Mix to CDFW for written approval prior to application. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12015.

- (b) During Project implementation, Permittee shall not dump any litter or construction debris within the stream. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.
- (c) Raw cement, concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (d) All Project-generated debris, building materials, and rubbish shall be removed from the stream bed and banks, and from areas where such materials could be washed into the stream bed and banks.
- (e) In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- (f) A Spill Response Plan shall be prepared and submitted to CDFW for written approval at least two (2) weeks prior to the start of Project activities and kept on-site during all Project activities. The Spill Response Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful or deleterious to fish, plants, or aquatic life. Emergency response materials shall be kept at the work area and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of all spills.
- (g) Permittee shall use clean water to curtail fugitive dust during all aspects of Project implementation. Chemical palliatives and surface binding agents used to control dust shall not be used in the work area or any location where they may wash into the stream.

2.10 Concrete.

- (a) Permittee shall install backup containment structures outside of any concrete forms to capture all wet concrete that could escape the forms and prevent it from entering the stream area outside of those structures.
- (b) No concrete shall be poured if the five-day weather forecast indicates any chance of rain.
- (c) At all times when Permittee is pouring or working with wet concrete, there shall be a designated monitor to inspect the containment structures.

- (d) Poured concrete shall be isolated from surface waters and allowed to cure for a minimum of the time according to the following table:

Cement Type	Minimum Curing Time
ASTM C 150 Type III	3 days
ASTM C 150 Type I	7 days
ASTM C 150 Type II	10 days
ASTM C 150 Type IV or V	14 days

Or, until 70% of the specified compressive or flexural strength is attained, whichever is longer. Cold temperatures or other factors may contribute to a curing time longer than indicated in the table to pass the strength test.

- (e) Forms shall not be removed until after the end of the minimum curing period.
- (f) Rain and/or surface water that encounters the curing concrete structures as well as deliberately applied water for moist curing shall be contained and isolated from surface water. The water shall be pH tested and removed from the site and disposed of lawfully if the pH exceeds 9.5.
- 2.11 Structures. Permittee confirms that all structures, other constructed features, and installed materials shall be properly aligned and otherwise engineered and installed to accommodate high flows with bedload, to assure resistance to washout and to erosion of the stream bed, stream banks, and/or fill and that they will not cause long term changes in water flows that adversely modify the existing upstream or downstream bed/bank contours or increase sediment deposition.
- 2.12 Diversion/Dewatering. If work cannot be completed when the work area is naturally dry, work area dewatering shall be implemented and flows shall be diverted past the work area as described in the Project Description and according to the following requirements.
- (a) Flow diversion shall be done in a manner that prevents pollution and siltation and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life; said flows shall be of sufficient quality and quantity, and of appropriate temperature to support aquatic life, both above and below the diversion. Normal flows shall be restored to the affected stream immediately upon completion of work.
- (b) Materials that are used for diversion construction shall not be erodible or subject to washing out, without being wrapped in plastic, visqueen, or other barrier to maintain berm integrity.

- (c) Diversion structures and supportive material shall be removed when construction is completed, and removal shall normally proceed from downstream in an upstream direction.
- (d) Temporary diversion structures used to isolate the work area shall be constructed in a manner that prevents seepage into the work area.
- (e) Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase due to rain or runoff.

3. Compensatory Measures

- 3.1 To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall submit to CDFW a Mitigation Plan of off-site habitat restoration for approval at least 30 days prior to starting Project activities. Permittee understands that jurisdictional activity at an off-site location would warrant separate notification to CDFW. The Mitigation Plan must specifically propose a location suitable for restoration of the types of vegetation removed for the Project and benefitting the same or similar fish and wildlife species communities impacted by the loss of habitat from the Project. The Mitigation Plan must identify all locally native plantings to be installed, including tree, shrub, and grass/forb/herbaceous species, and include mapping that shows the locations of specific proposed plantings. Tree plantings must meet the requirements of Avoidance and Minimization Measure 2.5(c) and must meet the success criterion of the successful establishment of a minimum of 70% of trees planted after five (5) years. Permittee shall propose success criteria for other strata of native vegetation to become established over five years. Compensatory plantings shall be planted within one (1) year following the grubbing and removal of vegetation for the Project. Permittee shall provide supplemental water for no more than three (3) years after planting.
- 3.2 For a minimum of five (5) years following planting, Permittee shall submit Annual Monitoring Reports to CDFW by December 31 of each year, documenting the success of plantings in becoming established, including photo documentation from fixed photo points. Reports shall describe any remedial actions required to meet success criteria, such as subsequent plantings. Any subsequent remedial tree plantings shall start a new five-year monitoring and reporting period to document the successful establishment of those plantings.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures included in this Agreement. Protective Measures shall

be implemented within the time periods indicated in this Agreement and the reporting program described below.

- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. Permittee shall submit the following Reports to CDFW:

- (a) Work schedule, submitted to CDFW at least one (1) week prior to Project commencement (Administrative Measure 1.8).
- (b) Worker training materials, submitted to CDFW within one (1) week of completing each training (Administrative Measure 1.9).
- (c) Pre-activity survey reporting, submitted to CDFW within one (1) week of completing surveys (Avoidance and Minimization Measure 2.3(a)).
- (d) Reporting of surveys for Crotch bumblebee, if suitable habitat is present, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(b)).
- (e) A Bat Survey Report, submitted at least one (1) week prior to the start of Project activities, and if bats are present a Bat Eviction Plan, submitted to CDFW for written authorization prior to its implementation (Avoidance and Minimization Measure 2.3(c)).
- (f) A Badger Eviction Plan, if avoidance of active dens is not possible, submitted to CDFW for written approval at least two (2) weeks prior to the start of proposed eviction activities (Avoidance and Minimization Measure 2.3(e)).
- (g) Results of San Joaquin kit fox surveys, submitted at least one (1) week before the start of Project activities (Avoidance and Minimization Measure 2.3(f)).
- (h) Reporting of surveys for special status plant species, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(g)).
- (i) Reporting of surveys for Avian Nest Surveys, if Project activity is initiated during the avian nesting season, submitted to CDFW within one (1) week of completing surveys (Avoidance and Minimization Measure 2.4(b)).
- (j) A Swallow Exclusion Plan, submitted to CDFW for written approval by January 1 if existing bridge demolition will occur after the start of the avian nesting season (Avoidance and Minimization Measure 2.4(c)).

- (k) A Seed Mix, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(c)).
- (l) A Spill Response Plan, submitted to CDFW for written approval at least two (2) weeks prior to the start of Project activities (Avoidance and Minimization Measure 2.9(f)).
- (m) A Mitigation Plan, submitted to CDFW for written approval at least 30 days prior to the start of Project activity (Compensatory Measure 3.1).
- (n) Annual Monitoring Reports, submitted to CDFW for a minimum of five years following mitigation plantings (Compensatory Measure 3.2).
- (o) A Final Report to be submitted within 30 days after the Project is completed, and shall include the following:
 - i. A summary of the Project and implementation of each Protective Measure included in this Agreement.
 - ii. Documentation of animals moved out of harm's way (Avoidance and Minimization Measure 2.3(d)).
 - iii. Reports of special status species to CNDDDB (Avoidance and Minimization Measure 2.3(h)).
 - iv. Before, during, and after photographic documentation of the work area.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through the Environmental Permit Information Management System (EPIMS) as instructed by CDFW. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) **in addition to** R4LSA@wildlife.ca.gov.

To Permittee:

Hernan Beltran
Tulare County – Resource Management Agency
5961 South Mooney Boulevard
Visalia, California 93277
EPIMS-TUL-35047-R4
Phone: (559) 624-7000
rma@tularecounty.ca.gov

To CDFW:

California Department of Fish and Wildlife
Region 4 - Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Jim Kitch
EPIMS-TUL-35047-R4
Phone: (559) 580-3198
James.Kitch@wildlife.ca.gov and
R4LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form.

Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Reg., Title 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Reg., Title 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (Fish & G. Code, § 1605, subd.(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

TERM

This Agreement shall remain in effect for five (5) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the Initial Study/Mitigated Negative Declaration for the Mountain Road 109 White River Bridge (Bridge No. 46C-0133) Replacement Project (State Clearinghouse No. 2021050226) prepared by County of Tulare as the Lead Agency and adopted on May 11, 2021.

CDFW shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and are incorporated herein by reference.

Figure 1. Project Location USGS Quad Map.

Figure 2. Project Site Details

Figure 3. Water Diversion Structure

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), Permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Figure 1

Exhibit A

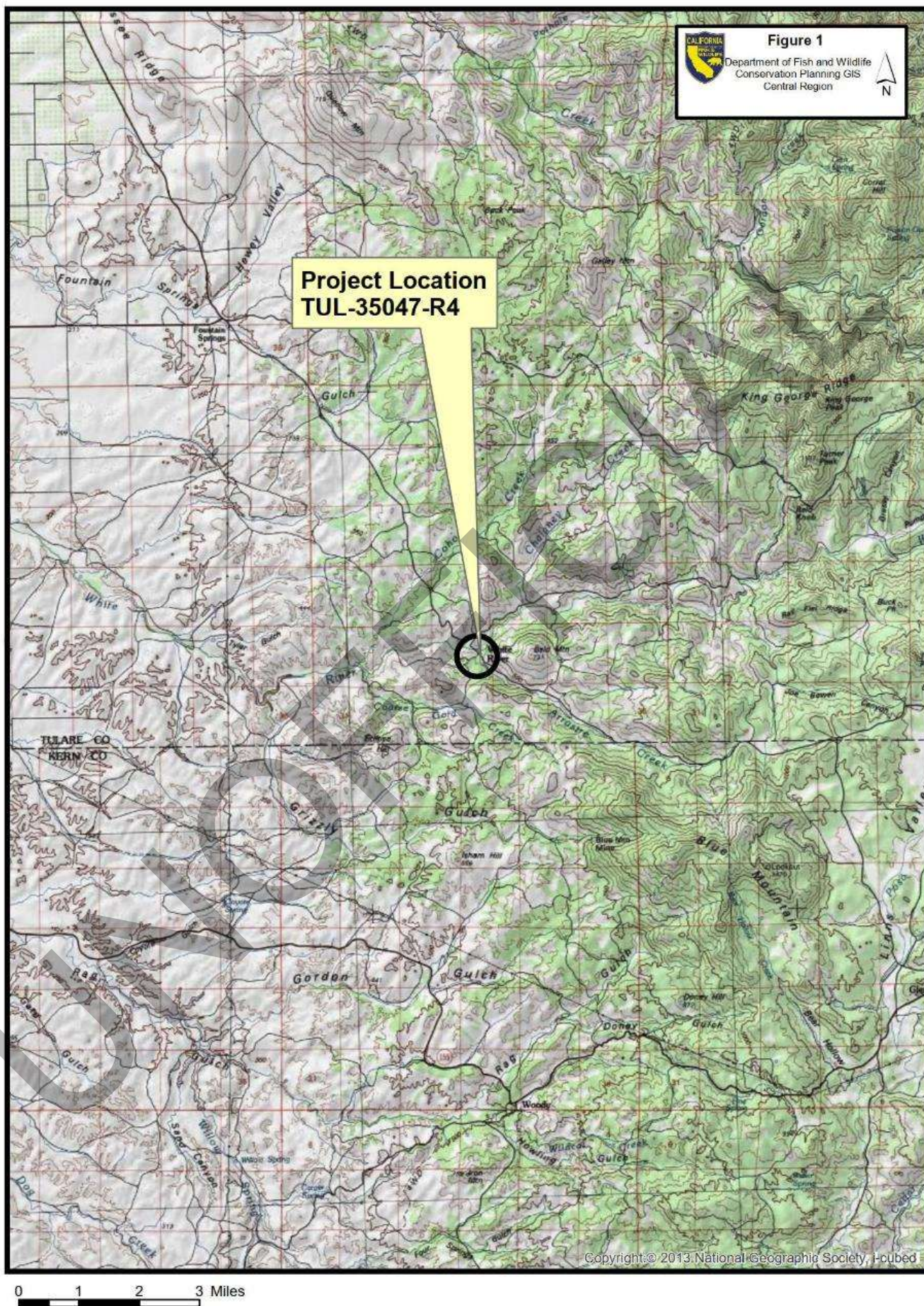


Figure 2

Exhibit B

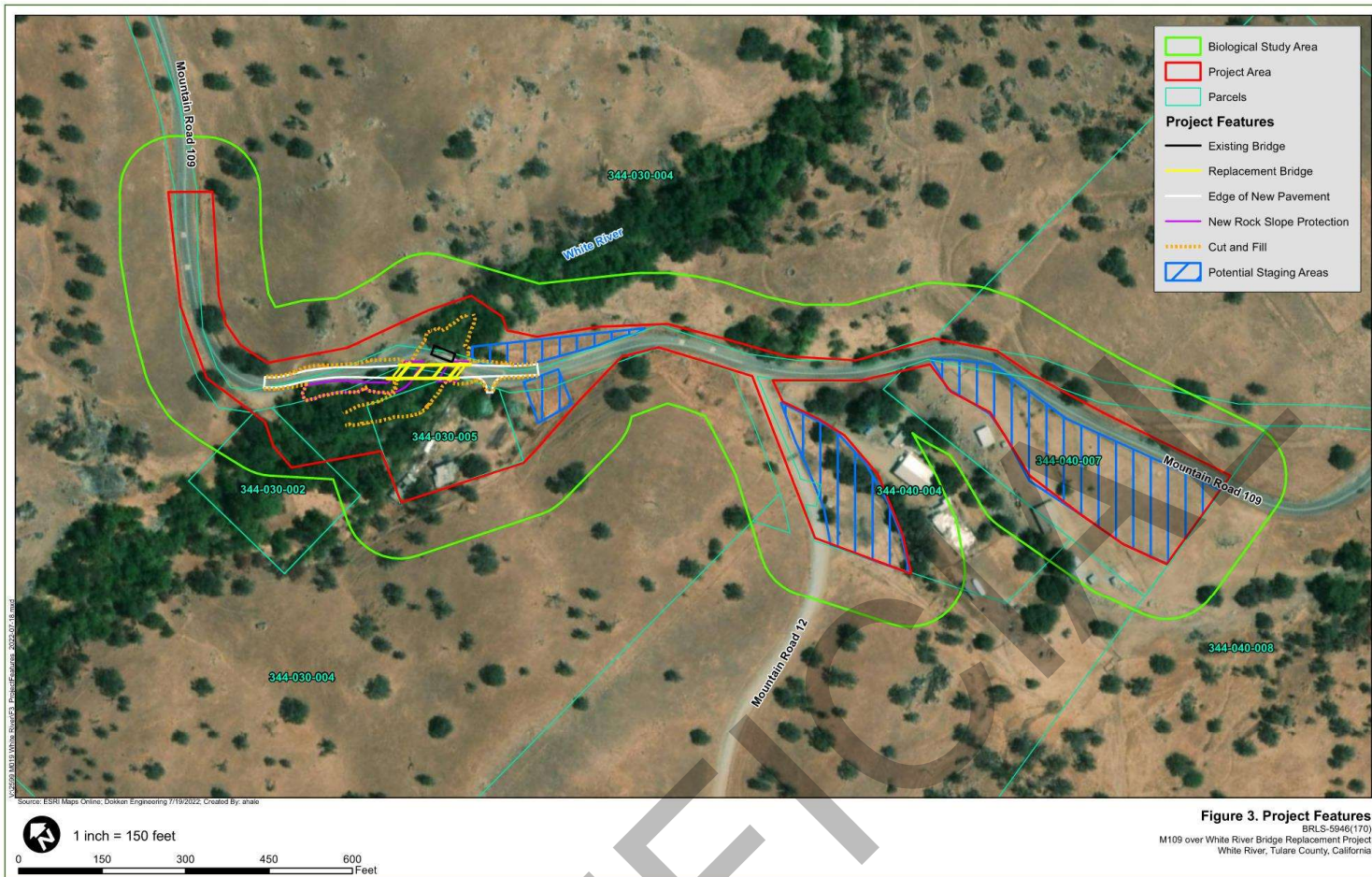
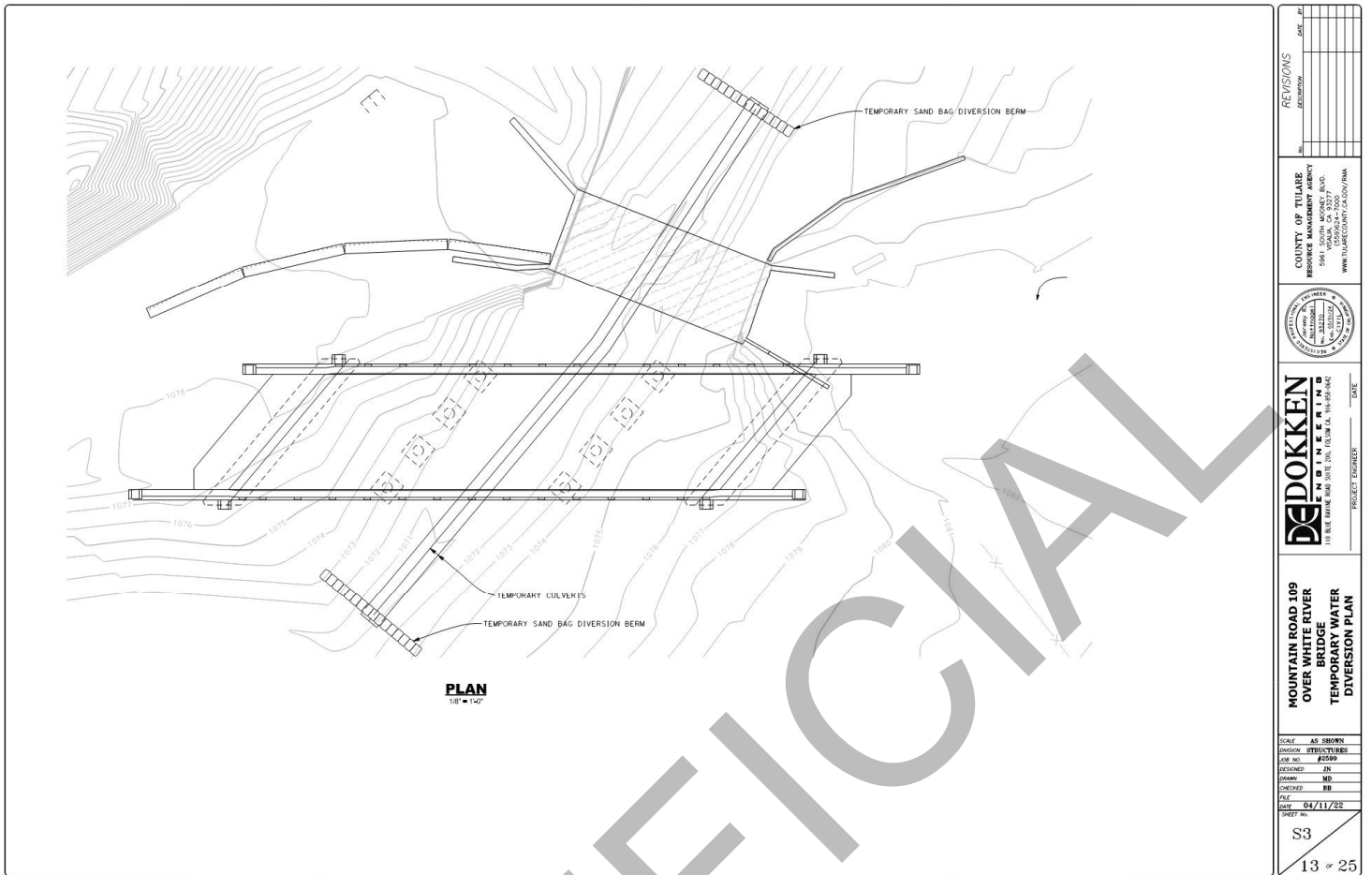


Figure 3

Exhibit C



**CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL
BOARD**

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION



Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date:	22 March 2023	Reg. Meas. ID:	451210
Expiration Date:	22 March 2028	Place ID:	886161
Program Type:	Fill/Excavation	WDID No.:	5C54CR00130
		USACE No.:	NWP 14

Project Type: Bridges, Overpasses and Crossings

Project: M109 Over White River Bridge Replacement (Project)

Applicant: Tulare County Resource Management Agency Public Works

Applicant Contact: Carlos Gonzalez
Engineer II
Tulare County Resource Management Agency Public Works
5961 South Mooney Boulevard
Visalia, California 93277
Phone: (559) 624-7135x9
Email: Cgonzales3@tularecounty.ca.gov

Applicant's Agent: Scott Salembier, Dokken Engineering
110 Blue Ravine Road, #200
Folsom, California 95630
Phone: (916) 858-0642
Email: ssalembier@dokkenengineering.com

Water Board Staff: Ernesto Garcia
Water Resource Control Engineer
1685 E Street
Fresno, CA 93706
Phone: (559) 445-6281
Email: Ernesto.Garcia@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (559) 445-5116 and ask to speak with the Water Quality Certification Unit Supervisor.

MARK BRADFORD, CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

1685 E Street, Fresno, CA 93706 | www.waterboards.ca.gov/centralvalley

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Tulare County Resource Management Agency Public Works (hereinafter Permittee) for the Project. This Order is for the purpose described in application and supplemental information submitted by the Permittee. The application was received on 30 January 2023. The application was deemed complete on 15 February 2023.

II. Public Notice

The Regional Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 15 February 2023 to 8 March 2023. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose and goal of the Project is to replace the existing M109 over White River Bridge with a new two-lane bridge, provide a structure that meets current design standards, provide improved safety and operations on the facility, and provide improved access for local use of agricultural equipment.

IV. Project Description

Tulare County, in cooperation with the California Department of Transportation (Caltrans), is proposing to replace the existing M109 over White River Bridge (Bridge No. 46C-0133) with a two-lane bridge structure to provide improved safety and operations on the facility.

The bridge is located approximately 500 feet north of Mountain Road 12 (M12); approximately 8 miles southeast of Fountain Springs in Tulare County, California. The existing bridge was constructed in 1939 and is not eligible for the National Register of Historic Places. It is a two-span steel girder with timber deck and asphalt over bridge structure supported on spread footings. The bridge measures approximately 40 feet in total length with a total width of 16 feet and clear width between railing of 11 feet.

The bridge is predominantly used by local resident's vehicles and agricultural-related equipment, and the roadway narrows to one lane of un-signalized bi-directional traffic over the bridge. The bridge qualifies for replacement because it has a low sufficiency rating of 4.5 (out of a potential 100 rating) and was flagged structurally deficient due to the bridge's low load carrying capacity. In addition, the outer portion of the timber deck has shown significant deterioration, and only the inner portion of the deck width has been determined to have adequate strength to carry legal loads.

Temporary construction easements are needed throughout the Project area, and construction staging would take place within County right-of-way and adjacent privately owned parcels. Minor permanent right-of-way acquisitions are anticipated.

Build Alternative

The Build Alternative would replace the existing M109 bridge crossing over White River with a new two-lane bridge structure to match the required minimum width to carry two lanes of traffic. The approximate limits of the Project are approximately 500 feet northwest and 300 feet southeast of the existing M109 crossing of White River. The Project would conform to the existing roadway width and would provide an improved road alignment for safety. The bridge structure would consist of a concrete slab bridge. The proposed bridge would be approximately 100 feet long and would be no greater than 18 feet in height when measured from the creek bottom.

The White River channel would be graded to restore natural channel contours. Rock slope protection will be necessary around the bridge abutments and embankments to minimize bank erosion and to protect the structure from impact and abrasion.

Temporary construction easements would be needed for bridge construction and construction staging areas. Permanent slope easements may be required to conform the finished grades of the maintenance roads along each side of the creek to the bridge profile grade. Right-of-way acquisition and utility relocations are anticipated.

Construction is anticipated to begin in 2023 and would take approximately 8 months to complete. The replacement bridge will be built 35 feet west (downstream) of the existing bridge while traffic is maintained on the existing bridge and road. Once the replacement bridge is constructed, traffic will be moved to the replacement bridge and the existing bridge will be demolished. Once the existing bridge is demolished, slopes will be graded at this location to conform to the upstream river cross-section.

The major stages of construction for the Project, include clearing and grubbing (vegetation removal), installation of a water diversion in areas of in channel work, abutment and pier installation, deck placement, and placement of rock slope protection. These stages are described in the following sections below.

Clearing and Grubbing

Initial clearing and grubbing includes clearing out the Project area of any vegetation, debris, or obstruction that could impede construction. Clearing and grubbing will also include tree removal. A further breakdown of which trees would be removed as a result of the Project is included in the Project Impacts section.

Temporary Water Diversion

Prior to bridge construction, a temporary water diversion will be installed upstream and downstream of the existing bridge. The water will be diverted through an approximately 48-inch diameter, 325-foot long temporary bypass culvert with temporary sandbag berms that measure approximately 6 feet tall and 35 feet long from bank to bank. Sandbag dams will be wrapped in plastic to prevent sediment from entering waters. Following the completion of the work requiring water exclusion, the artificial barriers will be removed, and flow will be returned to White River.

Bridge and Roadway Construction

The new bridge would be built along a new alignment approximately 35 feet west (downstream) of the existing bridge. Abutments and piers will be founded on shallow foundations cast on bedrock; no piles will be installed with this Project. Abutment and pier shallow foundations will be installed by excavating down to intact bedrock, approximately 15 to 25 feet below grade, placing reinforcement and casting concrete neat against intact bedrock. Once shallow foundation concrete is cured, the abutment walls and pier column will be formed, reinforcement placed and concrete cast and cured.

The proposed deck design is a two-lane, three-span, cast-in-place reinforced concrete slab bridge structure. Deck construction will start by constructing falsework and concrete forms to hold the concrete while it cures. The resulting bridge structure would be 94 feet long, 26 feet wide with Concrete Barrier Type 85. In addition, the new approach roadway will be constructed and will conform to the existing road.

Existing Bridge Demolition

The existing bridge will remain open during construction to allow access over White River. However, following construction of the new bridge, the existing bridge will be removed. The existing bridge steel spans (approximately 40 feet long by 16 feet wide by 2 feet deep) will be disconnected from the existing concrete abutments and pierwall and removed by a crane or other lifting equipment. Once the span is removed, the existing abutments and pier walls (approximately 75 cubic yards of reinforced concrete) will be sawcut and jack hammered into haulable segments and removed from the site. Approximately 600 cubic yards of previously placed roadway embankment will be removed from around the existing bridge to regrade the slopes to conform to the upstream river cross-section.

Rock slope protection will be placed in an approximately 3.5 feet thick layer with 3/8 Ton (20–24-inch diameter) average rock size on filter fabric. The rock slope protection will have an approximately 4 feet by 2 feet key at the toe of slope. The material source is unknown but will likely be sourced from an off-site quarry. Rock slope protection will be placed around the substructure and embankments to minimize bank erosion and to protect the structure from impact and abrasion.

V. Project Location

County: Tulare

Assessor's Parcel Number(s):

344-030-004; 344-030-005; 344-030-002; 344-040-004; 344-040-007

Nearest City: Posey

Section 28, Township 24 South, Range 29 East, MDB&M.

Start: Latitude: 35.813262 degrees and Longitude: -118.845534 degrees

End: Latitude: 35.813160 degrees and Longitude: -118.845473 degrees

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Tulare Lake Basin, revised Third Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State**White River**

The Project would have temporary impacts to White River totaling approximately 0.07 acres and permanent impacts to White River totaling approximately 0.09 acres. However, there will be a benefit of 0.12 acres of riverine habitat due to channel realignment, resulting in a net benefit to the riverine channel of 0.03 acres.

Anticipated temporary impacts are due to cut and fill associated with channel realignment and construction access. Anticipated permanent impacts are due to channel realignment and rock slope protection.

Seasonal Wetland

Permanent impacts to seasonal wetland of approximately 0.01 acres are anticipated to occur due to river realignment and new bridge piers. All impacts to seasonal wetland will be permanent.

Riparian Woodland

The Project would have temporary impacts to riparian habitat totaling approximately 0.33 acres and permanent impacts to riparian habitat totaling approximately 0.21 acres; however, there will be a benefit to riparian habitat due to the removal of the existing bridge totaling 0.02 acres. This will result in net permanent impacts to riparian habitat of 0.19 acres. Anticipated temporary impacts are due to cut and fill associated with channel realignment, and construction access. Anticipated permanent impacts are due to new bridge piers, rock slope protection, and river and road realignment.

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 through 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts¹

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Riparian Zone	0.33	---	388
Stream Channel	0.07	---	309

Table 2: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Riparian Zone	0.21	967	255
Stream Channel	0.09	500	290
Wetland	0.01	16	145

VIII. Description of Indirect Impacts to Waters of the State

The Central Valley Water Board recognizes the potential for indirect impacts to waters of the state associated with the Project. Construction activities associated with the Project would include disturbances to the ground surface from earthwork,

¹ Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

including vegetation removal. These construction activities could temporarily increase the potential for slope erosion, loss of overhead cover, shading, and organic inputs. Construction activities could potentially increase the amount of sediment entering the White River; however, a water diversion plan will be implemented.

Runoff from unprotected or graded surfaces has the potential to enter the White River during the rainy season. Introduced sediments could potentially harm aquatic species, water quality, and contribute to sedimentation and erosion. Avoidance and minimization measures would be implemented to prevent loose soils from washing into the White River (see avoidance and minimization section below for more information). Materials used during construction of the Project (e.g., concrete curing compounds, lubricants, fuels, solvents) could be accidentally released into water and impact water quality. Accidental spills or leaks could result in the release of contaminants into the environment, including the White River. Avoidance and minimization measures would be implemented to prevent potential contaminants from entering the waterway (see avoidance and minimization section below for more information).

Additionally, a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (if ground disturbance is less than 1 acre) would be prepared and implemented by the contractor selected for this Project. The Project is not anticipated to result in long term water quality impacts.

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

Direct Impact Avoidance and Minimization:

Prior to the start of construction-related activities, the Project limits in proximity to White River, seasonal wetlands, and riparian woodland must be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into waters or sensitive habitats. In particular, seasonal wetlands will be protected to the extent feasible. The Project biologist will monitor the installation of ESA fencing and will periodically inspect the ESA to ensure sensitive locations remain undisturbed.

Following the completion of construction, all temporary effects to riverine, wetland, and riparian habitats will be recontoured and revegetated at a 1:1 ratio, to allow for the habitat to return to its previous function. Where possible, vegetation will be trimmed rather than fully removed with the guidance of the Project biologist. All disturbed areas will be hydroseeded with a Project biologist approved native seed mix specific to each habitat type.

Permanent effects to the White River channel, associated wetlands, and riparian habitats will be provided compensatory mitigation to result in no net loss of aquatic resources or habitat, at an agency approved mitigation ratio.

The County proposes to mitigate for native trees greater than or equal to four-inch diameter at standard height (DSH) that have been removed by the Project at a minimum 2:1 ratio (per tree) on-site, offsite, or a combination of methods. The Project limits in proximity to White River, seasonal wetland, and riparian woodland will be marked as an Environmental Sensitive Area (ESA) or either be staked or fenced with high visibility material to ensure construction activities will not encroach further beyond established limits.

Indirect Impact Avoidance and Minimization:

Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction:

- Implementation of the project will require approval of a site-specific Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP [if ground disturbance is less than 1 acre]) that will implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques;
- Existing vegetation will be protected where feasible to provide an effective form of erosion and sedimentation. Vegetation will be preserved by installing temporary fencing, or other protection devices, around areas to be protected.
- Exposed soils will be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events.
- Exposed soils will be stabilized, through watering or other measures, to prevent the movement of dust at the Project site caused by wind and construction-related activities such as traffic and grading activities.
- All concrete curing activities will be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly.
- All construction-related materials, vehicles, stockpiles, and staging areas will be situated outside of the stream channel as feasible. All stockpiles will be covered, as feasible.
- All erosion control measures and storm water control measures will be properly maintained until final grading has been completed and permanent erosion control measures are implemented.
- All disturbed areas will be restored to pre-construction contours and revegetated, where applicable, either through hydroseeding or other means, with native or approved non-invasive exotic species.
- All construction-related materials (such as equipment, waste, or excess materials) will be hauled offsite after completion of construction and disposed of or stored at proper disposal and/or storage facilities.

Refueling or maintenance of equipment without secondary containment are not permitted to occur within 100 feet of the White River channel. All refueling and maintenance that must occur within 100 feet of the river must occur over plastic sheeting or other secondary containment measures to capture accidental spills before they can contaminate the soil. Secondary containment must have a raised edge (e.g., sheeting wrapped around wattles). Equipment will be checked daily for leaks and will be well maintained to prevent lubricants and any other deleterious materials from entering the White River and the associated sensitive habitats. Vehicle maintenance, staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants must remain outside of sensitive habitat marked with high-visibility fencing. Any necessary equipment washing must occur where the water cannot flow into sensitive habitat communities. A chemical spill kit must be kept onsite and available for use in the event of a spill. Prior to arrival at the Project site and prior to leaving the Project site, construction-related equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds.

X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation described in section VII or temporary impacts that have temporal loss and/or degradation of ecological condition.

XI. California Environmental Quality Act (CEQA)

On 12 May 2021, the Tulare County Resource Management Agency Public Works, as lead agency, adopted an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse (SCH) No. 2021050226) for the Project and filed a Notice of Determination (NOD) at the SCH on 10 June 2021. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees Received

A portion of the application fee, \$2,417.00 was received on 15 November 2022 and the remaining balance of \$317.00 was received 13 February 2023. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator. An additional fee of \$14,566.00 based on total Project impacts was received on 15 March 2023.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Tables 1 and 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to:
centralvalleyfresno@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

a. Monthly Reporting – Not Applicable

b. Annual Reporting: The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

2. Project Status Notifications

a. Commencement of Construction: The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002).

- b. Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
- c. Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials²

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
- first call – 911 (to notify local response agency)

² "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

- then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).
- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
 - iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state, or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring**1. General:**

If surface water is present, continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work, dewatering activities, or during the installation or removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. The pH of water shall not be depressed below 6.5, raised above 8.3, or changed at any time more than 0.3 units from normal ambient pH.
- c. Activities shall not cause turbidity increases in surface water to exceed:
 - i. where natural turbidity is between 0 and 5 Nephelometric Turbidity Units (NTUs), increases shall not exceed 1 NTU;
 - ii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - iii. where natural turbidity is equal to or between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - iv. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.³ The sampling requirements in Table 3 shall be conducted

³ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the

upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks of initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks of initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
pH	Standard Units	Grab	Every 4 hours
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants ⁴	Observations	Visual Inspections	Continuous throughout the construction period

4. Post-Construction:

Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality

manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

⁴ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
6. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now

prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangers Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction**1. Dewatering**

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
- d. If water is present, the area must be dewatered prior to start of work.
- e. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.
- f. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.

2. Directional Drilling – Not Applicable**3. Dredging – Not Applicable****4. Fugitive Dust:**

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used,

unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.

5. Good Site Management “Housekeeping”

- a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
- b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
- c. All waste materials resulting from the Project shall be removed from the site and disposed of properly.

6. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.
- b. Wet concrete shall only be placed into wetland, stream channel, and riparian habitats after the area has been completely dewatered.

7. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

8. Post-Construction Storm Water Management

- a. The Permittee must minimize the short and long-term impacts on receiving water quality from the Project by implementing the following post-construction storm water management practices and as required by local agency permitting the Project, as appropriate:
 - i. Minimize the amount of impervious surface;
 - ii. Reduce peak runoff flows;
 - iii. Provide treatment BMPs to reduce pollutants in runoff;
 - iv. Ensure existing waters of the state (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - v. Preserve and where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - vi. Limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
 - vii. Use existing drainage master plans or studies to ensure incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
 - viii. Identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss; and
 - ix. Control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.

9. Roads

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.

- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.
- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

10. Sediment Control

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

11. Special Status Species – Not Applicable

12. Stabilization/Erosion Control

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

13. Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable**I. Total Maximum Daily Load (TMDL) – Not Applicable****J. Mitigation for Temporary Impacts**

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities.
2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.
3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.
4. **Purchase of Mitigation Credits by Permittee for Compensatory Mitigation.**
 - a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of impacts of the state.
 - b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

5. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized impacts to 0.33 acres of riparian habitat by purchasing 0.165 Aquatic Resource Credits in the Kaweah/Tule River Aquatic Resource Watershed Service Area. Required credits shall be

purchased from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.

- b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 4.
[Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 4: Total Required Project Compensatory Mitigation Quantity for Temporary Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Riparian Zone	In-Lieu Fee Credits	Acres						0.165

K. Compensatory Mitigation for Permanent Impacts:

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of impacts of the state
- The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

2. Total Required Compensatory Mitigation

- The Permittee is required to provide compensatory mitigation for the authorized impacts to 0.01 acres of wetland habitat by purchasing 0.02 Aquatic Resource Credits in the Kaweah/Tule River Aquatic Resource Watershed Service Area. Required credits shall be purchased from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.
- The Permittee is required to provide compensatory mitigation for the authorized impacts to 0.19 acres of riparian habitat by purchasing 0.38 Aquatic Resource Credits in the Kaweah/Tule River Aquatic Resource Watershed Service Area. Required credits shall be purchased from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.

- c. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 5. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 5: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Riparian Zone	In-Lieu Fee Credits	Acres						0.38
Wetland	In-Lieu Fee Credits	Acres						0.02

L. Ecological Restoration and Enhancement – Not Applicable

M. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the M109 over White River Bridge Replacement Project, WDID No. 5C54CR00130, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, and the Regional Water Boards' Water Quality Control Plans and Policies.

for Clay L. Rodgers
Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

3/22/23
Date

- Attachment A:** Project Maps
- Attachment B:** Receiving Waters, Impacts, and Mitigation Information
- Attachment C:** CEQA Findings of Facts
- Attachment D:** Report and Notification Requirements
- Attachment E:** Signatory Requirements
- Attachment F:** Certification Deviation Procedures
- Attachment G:** Compliance with Code of Federal Regulations

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Attachment A – Project Maps

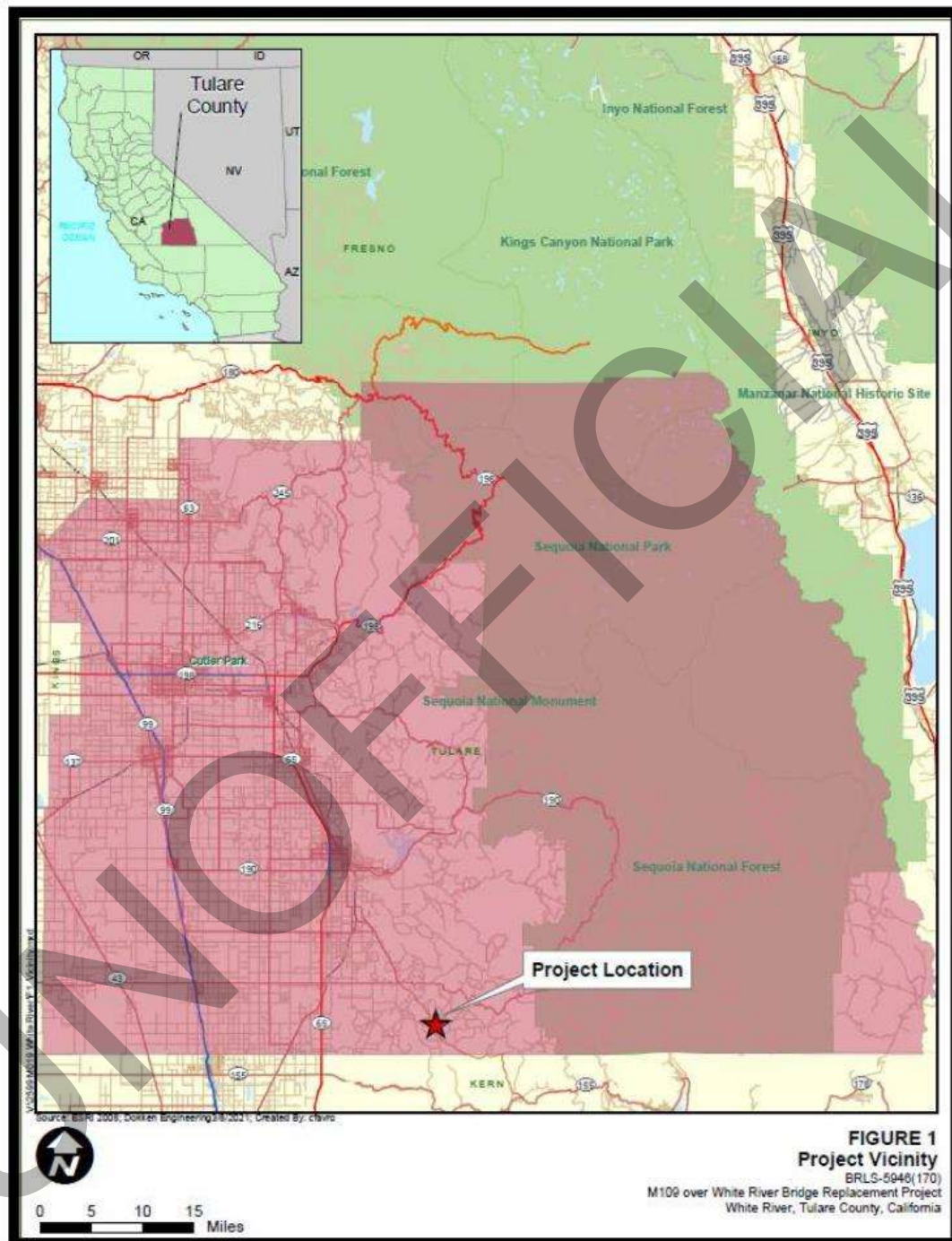


Figure 1. Project Vicinity

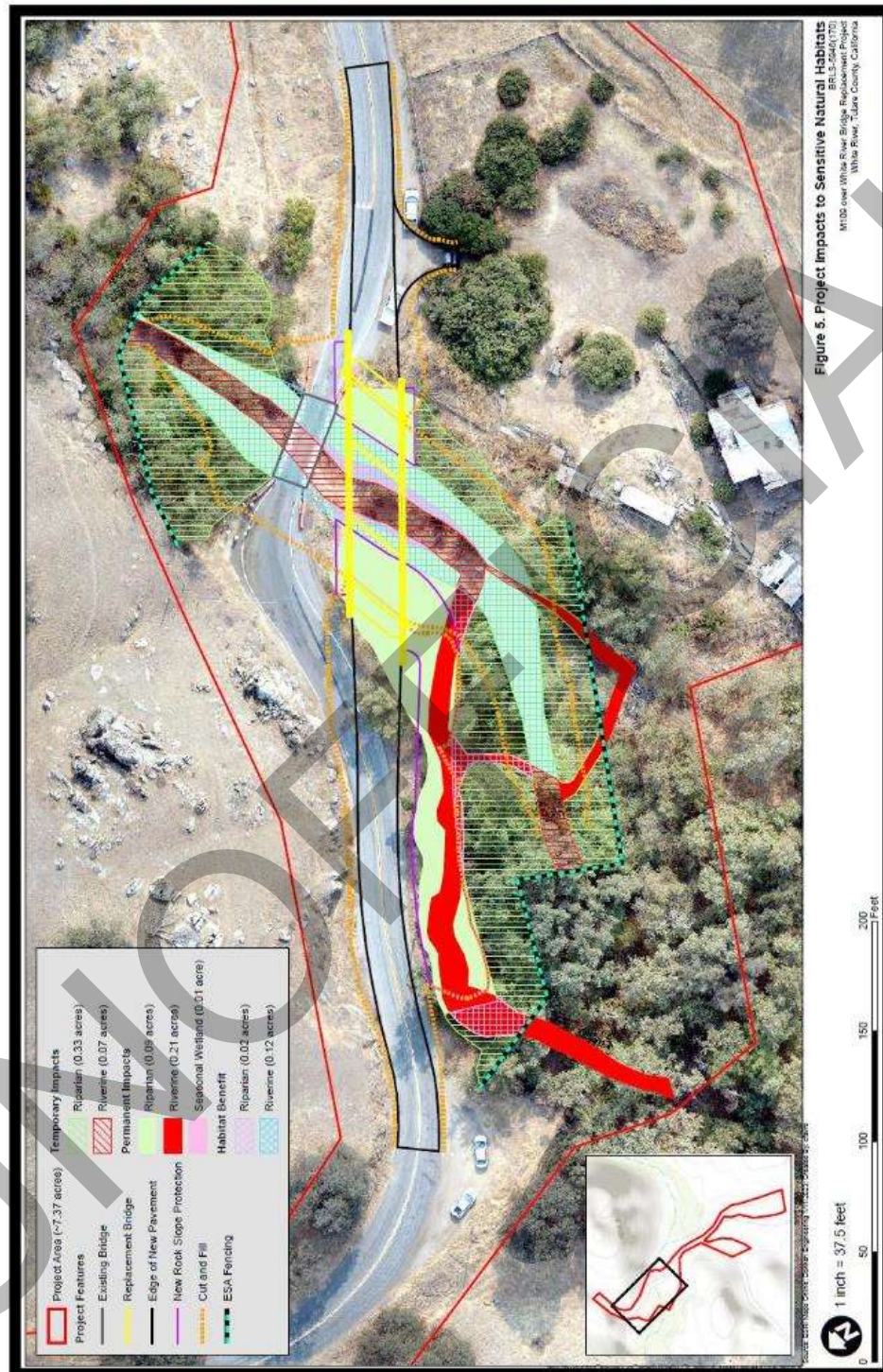


Figure 2: Project Impacts to Sensitive Natural Habitats

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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	California Rapid Assessment Method (CRAM) ID
M109 Stream	White River	Stream Channel	555.30	Other East Side Streams	MUN, AGR, REC-1, REC-2, WARM, COLD, & WILD	N/A	N/A
M109 Wetland	White River	Wetlands	555.30	Other East Side Streams	MUN, AGR, REC-1, REC-2, WARM, COLD, WILD, & GWR	N/A	N/A
M109 Riparian	White River	Riparian Zone	555.30	Other East Side Streams	MUN, AGR, REC-1, REC-2, WARM, COLD, WILD, & GWR	N/A	N/A

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
M109 Stream	35.81322	-118.84565	No	0.07	0	309
M109 Riparian	35.81317	-118.84591	No	0.33	0	388

Table 3: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
M109 Stream	35.81322	-118.84565	No	0.09	500	290
M109 Wetland	35.81324	-118.84551	No	0.01	16	145
M109 Riparian	35.81317	-118.84591	No	0.21	967	255

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

In-Lieu Fee Compensatory Mitigation Information

Table 4: In-Lieu Fee Program

In-Lieu Fee Program Name:	National Fish and Wildlife Foundation's Sacramento District California
Website:	https://www.nfwf.org/mitigating-impacts/sacramento-district-california-lieu-feeprogram
In-Lieu Fee Program Contact Name:	Chris Gurney
Phone:	(415) 593-7627
Email:	Christopher.Gurney@nfwf.org
In-Lieu Fee Program Location - County:	Tulare
Latitude:	TBD
Longitude:	TBD

Table 5: Mitigation Type Information

Aquatic Resource Credit Type	Acres	Linear Feet	Number of Credits to be Purchased
Wetlands	0.01	145	0.02
Riparian Zone	0.52	643	0.545

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Attachment C – CEQA Findings of Fact

A. Environmental Review

On 12 May 2021, the Tulare County Resource Management Agency Public Works, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2021050226) for the Project and filed a Notice of Determination (NOD) at the SCH on 10 June 2021. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that Tulare County Resource Management Agency Public Works adopted environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3.) The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by Tulare County Resource Management Agency Public Works addresses the Project's water resource impacts. (California Code of Regulations, title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by Tulare County Resource Management Agency Public Works for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, title 14, section 15074, subd. (d).)

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation.

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project Final IS/MND which is incorporated herein by reference. The Project IS/MND is available at:

<https://ceqanet.opr.ca.gov/2020070505/2>

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, are incorporated herein by reference.

C. Findings The IS/MND states that there are no potentially significant environmental effects to water resources.

D. Determination

The Central Valley Water Board has determined that the Project, when implemented in accordance with the MMRP and the conditions in this Order, will not result in any significant adverse water resource impacts. (California Code of Regulations, title 14, section 15096, subd (h).) The Central Valley Water Board

will file a NOD with the SCH within five (5) working days from the issuance of this Order. (California Code of Regulations, title 14, section 15096, subd. (i).)

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Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
(https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
- **Part A (Annual Reports):** These reports will be submitted annually until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
- Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleyfresno@waterboards.ca.gov and cc: Ernesto.Garcia@waterboards.ca.gov.
 - Include in the subject line of the email:
ATTN: Ernesto P. Garcia; Project Name; and WDID No. 5C54CR00130

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

22 March 2023

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. Photo-Documentation:

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project: M109 over White River Bridge Replacement Project
Permittee: Tulare County Resource Management Agency Public Works
WDID: 5C54CR00130
Reg. Meas. ID: 451210
Place ID: 886161
Order Effective Date: 22 March 2023
Order Expiration Date: 22 March 2028

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 ☐ Monthly Report – Not Applicable
Report Type 2 ☐ Annual Report

B. Part B – Project Status Notifications

Report Type 3 ☐ Commencement of Construction
Report Type 4 ☐ Request for Notice of Completion of Discharges Letter
Report Type 5 ☐ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 ☐ Accidental Discharge of Hazardous Material Report
Report Type 7 ☐ Violation of Compliance with Water Quality Standards Report
Report Type 8 ☐ In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 ☐ Modifications to Project Report
Report Type 10 ☐ Transfer of Property Ownership Report
Report Type 11 ☐ Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

A. Part A – Project Reporting

1. Report Type 1 - Monthly Report – Not Applicable

2. Report Type 2 - Annual Report

- a. Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. When to Submit** - The Permittee shall submit an Annual Report each year on the 1st day of the month, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
- c. Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

1) Map showing general Project progress.

2) If applicable:

- a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
- b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

- 1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

B. Part B – Project Status Notifications

1. Report Type 3 - Commencement of Construction

- a. Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. Report Contents** -
 - i. Date of commencement of construction.
 - ii. Anticipated date when discharges to waters of the state will occur.
 - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
 - iv. Construction Storm Water General Permit WDID No.
 - v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
 - i. Status of storm water Notice of Termination(s), if applicable.
 - ii. Status of post-construction storm water BMP installation.
 - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
 - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
 - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.

b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. Report Contents -

i. Part A: Mitigation for Temporary Impacts

- 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

ii. Part B: Permittee Responsible Compensatory Mitigation

- 1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
- 2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.
- 3) Pre- and post-photo documentation of all compensatory mitigation sites.
- 4) Final maps of all compensatory mitigation areas (including buffers).

iii. Part C: Post-Construction Storm Water BMPs

- 1) Date of storm water Notice of Termination(s), if applicable.
- 2) Report status and functionality of all post-construction BMPs.
- 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

- a. Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. Report Contents** -
 - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

- a. Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.
- b. When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.
- c. Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

- b. When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.
- c. Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. Report Type 9 - Modifications to Project Report

- a. Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- b. When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.
- c. Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. Report Type 10 - Transfer of Property Ownership Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
- b. When to Submit** - At least 10 working days prior to the transfer of ownership.
- c. Report Contents** -
 - i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
 - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
 - ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.
- b. When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.
- c. Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

- A.** All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
 - 1. For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - 3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
- B.** A duly authorized representative of a person designated in items A.1 through A.3 above may sign documents if:
 - 1. The authorization is made in writing by a person described in items A.1 through A.3 above.
 - 2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - 3. The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item A above.
- C.** Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section M of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply:

By letter or email to the Water Quality Certification staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
 - a. Proposed activity description and purpose;
 - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
 - c. How the Project activity is currently addressed in the Order; and,
 - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide verification from the CEQA Lead Agency that the proposed changes or modifications do not trigger the need for a subsequent environmental

document, an addendum to the environmental document, or a supplemental EIR. (Cal. Code Regs., tit. 14, §§ 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
 - a. Activity description and purpose;
 - b. Activity location, start date, and completion date;
 - c. Erosion control and pollution prevention measures applied;
 - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - e. Mitigation plan, if applicable; and,
 - f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
 - a. Site name(s);
 - b. Date(s) of Certification Deviation approval;
 - c. Location(s) of authorized activities;
 - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
 - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
 - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
 - g. Mitigation to be provided (approved mitigation ratio and amount).

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**Attachment G - Compliance with Code of Federal Regulations,
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Tulare Lake Basin, Third Edition, May 2018 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code

section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail

the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other

recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification's application.

3. This Order is conditioned upon total payment of any fee

This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board's Basin Plan. The Basin Plan's water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires

best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.8), pH (Basin Plan, Section 3.1.9), Sediment (Basin Plan, 3.1.13), Suspended Material (3.1.15), Toxicity (Basin Plan, 3.1.18), and Turbidity (Basin Plan, Section 3.1.19) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

8. Delta Regional Monitoring Program (RMP)

This condition ensures continued monitoring, reporting and assessment of water quality for discharges that may impact Delta quality. The Delta waterways are listed as impaired under Clean Water Act section 303(d) for chlordane, DDT, diazinon, dieldrin, mercury, polychlorinated biphenyls, and unknown toxicity. Data from these monitoring studies is used to inform existing control programs, including the Delta Mercury Control Program under the Basin Plan. (Basin Plan, Section 4.5.4.3.)

F. Administrative

1. Signatory requirements for all document submittals

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. The Permittee shall grant Central Valley Water Board staff

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality

objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. A copy of this Order must be available at the Project site(s) during construction . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling

The conditions related to directional drilling are necessary given the risks posed by an inadvertent return of drilling fluids to waters. Given the likely toxicity of the discharge and the proximity to the impacted water, significant adverse impacts to waters would be expected and remediation would be difficult. This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.4 & 3.1.18.) Horizontal directional drilling, and similar drilling operations, may result in the unintentional discharge of drilling fluids to waters of the state. These conditions are necessary to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

3. Dredging

Conditions relating to dredging activities are necessary ensure protection of beneficial uses and water quality during dredging operations and placement of dredged materials. Authorized placement of materials ensures that no adverse impacts to ground or surface water will occur. This condition is required to assure that dredging operations will comply with water quality objectives established for surface waters, including turbidity and the reintroduction and resuspension of harmful metal or organic materials. (Basin Plan, Sections 3.1.19, 3.1.15.) These conditions are necessary to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the

discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Dredge or Fill Procedures, Section IV.B.1.)

4. Fugitive Dust

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.4 & 3.1.18.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management "Housekeeping"

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.18, 3.1.8, 3.1.7.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.18, 3.1.4.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Sections 3.1.9)

7. Invasive Species and Soil Borne Pathogens

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not

contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.13, 3.1.19, 3.1.17, 3.1.15, 3.1.14.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.8, 3.1.9, 3.1.13, 3.1.14, 3.1.17, 3.1.19.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.13 & 3.1.19.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.13.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.4, 3.1.7, 3.1.13, 3.1.19, 3.1.17, 3.1.15, 3.1.14.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts

L. Ecological Restoration and Enhancement

M. Mitigation Bank Development/In-Lieu Fee Project Development

The conditions under Sections K, L, and M regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California's "No Net Loss" Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

N. Certification Deviation

- 1. Minor modifications of Project locations or predicted impacts**
- 2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).

COUNTY OF TULARE
STATE OF CALIFORNIA

BID PROPOSAL (BID) TO THE BOARD OF SUPERVISORS

**FOR CONSTRUCTING: MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT**

Name of Bidder _____

Telephone Number _____

Business Mailing Address _____

Place of Business _____

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE:

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

TULARE COUNTY RESOURCE MANAGEMENT AGENCY**MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT
FEDERAL PROJECT NO. BRLO-5946(170)**

No.	Items with Unit Price Written in Words	Unit	Quantity	Unit Price	Amount
1	Construction Surveying _____per lump sum	LS	1		
2	Lead Compliance Plan _____per lump sum	LS	1		
3	Construction Area Signs _____per lump sum	LS	1		
4	Traffic Control System _____per lump sum	LS	1		
5	Temporary Pavement Marking (Tape) _____per square feet	SQFT	20		
6	Portable Signal System _____per each	EA	2		
7	Temporary Barrier System _____per linear feet	LF	180		
8	Portable Changeable Message Sign _____per each	EA	2		
9	Job Site Management _____per lump sum	LS	1		
10	Prepare Water Pollution Control Plan _____per lump sum	LS	1		
11	Temporary Creek Diversion System _____per lump sum	LS	1		
12	Work Area Monitoring (Bridge)_____per lump sum	LS	1		

13	Treated Wood Waste _____per pound	LB	18,400		
14	Temporary High-Visibility Fence _____per linear feet	LF	525		
15	Clearing and Grubbing _____per lump sum	LS	1		
16	Shoulder Backing _____per ton	TON	45		
17	Roadway Excavation _____per cubic yard	CY	50		
18	Channel Excavation _____per cubic yard	CY	1,850		
19	Structure Excavation (Rock) _____per cubic yard	CY	80		
20	Structure Excavation (Type D) _____per cubic yard	CY	570		
21	Structure Backfill (Bridge) _____per cubic yard	CY	450		
22	Imported Borrow _____per cubic yard	CY	1,150		
23	Bonded Fiber Matrix _____per square feet	SQFT	26,050		
24	Class 2 Aggregate Base _____per cubic yard	CY	110		
25	Hot Mix Asphalt (Type A) _____per ton	TON	240		
26	Place Hot Mix Asphalt Dike (Type C) _____per linear feet	LF	30		

27	Temporary Shoring _____per lump sum	LS	1		
28	Structural Concrete, Bridge Footing _____per cubic yard	CY	35		
29	Structural Concrete, Bridge _____per cubic yard	CY	230		
30	Structural Concrete, Bridge (Polymer Fiber) _____per cubic yard	CY	140		
31	Structural Concrete, Approach Slab (Type EQ) _____per cubic yard	CY	22		
32	Concrete Surface Texture (Dry Stack) _____per square feet	SQFT	420		
33	Drill and Bond Dowel _____per linear feet	LF	120		
34	Joint Seal (MR = 1/2") _____per linear feet	LF	63		
35	Bar Reinforcing Steel (Bridge) _____per pound	LB	90,000		
36	Bar Reinforcing Steel (Galvanized) _____per pound	LB	2,000		
37	Bridge Removal _____per lump sum	LS	1		
38	18" Corrugated Steel Pipe (.138" Thick) _____per linear feet	LF	30		
39	Rock Slope Protection (3/8 T, Class VI, Method B) _____per cubic yard	CY	1,120		
40	Rock Slope Protection (20 lb, Class I, Method B) _____per cubic yard	CY	15		

41	Rock Slope Protection Fabric (Class 8) _____per square yard	SQYD	985	Unit Price	Amount
42	Miscellaneous Metal (Dry Hydrant) _____per pound	LB	190		
43	Prepare and Stain Concrete _____per square feet	SQFT	420		
44	Obliterate Surfacing _____per square yard	SQYD	300		
45	Fence (Type BW, 4-Strand, Metal Post) _____per linear feet	LF	120		
46	Remove fence (Type BW) _____per linear feet	LF	70		
47	Chain Link Fence (Type CL-5) _____per linear feet	LF	55		
48	Remove Chain Link Fence _____per linear feet	LF	75		
49	Object Marker (Type P) _____per each	EA	4		
50	Midwest Guardrail System _____per linear feet	LF	100		
51	Transition Railing (Type WB-31) _____per each	EA	2		
52	Alternative In-Line Terminal TL-2 _____per each	EA	2		
53	Concrete Barrier (Type 85) _____per linear feet	LF	271		
54	Two-Component Paint Traffic Stripe _____per linear feet	LF	990		

55	Mobilization _____per lump sum	LS	1		
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TOTAL (In words and numbers)_____

In case of a discrepancy between words and figures, the words prevail. In case of a discrepancy between unit prices and total set forth for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

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

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed non-responsive. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed non-responsive unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placements. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items are item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total prevails.

The foregoing provisions for the resolution of specific discrepancies cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. **Any situation not specifically provided for will be determined in the discretion of the Board of Supervisors, and such discretion will be exercised in the manner deemed by the Board of Supervisors to best carry out its duty to award only to the lowest responsive, responsible bidder. The decision of the Board of Supervisors respecting the amount of a bid, or the existence or treatment of a discrepancy in a bid is final.**

If this Bid is accepted and the undersigned is awarded the Contract, given notice of the award and presented with the Contract for signature as provided in the Special Provisions, and fails to sign and deliver the Contract to the Clerk of the Board of Supervisors, within the time and manner required under the Special Provisions, together with all required insurance certificates, bonds, powers of attorney, certificate of authority, insurance rating, financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the signed Contract, then the Board of Supervisors may, in its sole discretion, determine that the bidder has abandoned its bid, whereupon the Board's acceptance of this Bid is deemed frustrated, and such bid security as may accompany this Bid shall become due and owing to the County of Tulare as liquidated damages.

Accompanying this Bid is a _____ for

\$_____. (Insert the words "Cash", "Cashier's Check", "Certified Check" or "Bidders Bond", as the case may be, and an amount equal to at least ten percent (10%) of the total bid).

The undersigned understands that the Board of Supervisors retains the option to reject any or all bids.

Further, as part of the Bid, the Contractor provides the following information and representations:

UNOFFICIAL

ADDENDA CERTIFICATION STATEMENT

This Bid is submitted with respect to the changes in the contract documents included in Addendum

Number(s) _____.

Name of Contractor _____

Warning. If an addendum or addenda have been issued by the County and not noted as being received by the bidder, then this Bid will be rejected.

The above Addenda Certification Statement is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this Addenda Certification Statement.

BIDDER DISQUALIFICATION QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

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

PUBLIC CONTRACT CODE SECTION 9204 STATEMENT

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project.

The full text of the current legislation is set forth below:

§ 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

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

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

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

(A) A time extension, including, without limitation, for relief from 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 their 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, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

BIDDER DISQUALIFICATION ACKNOWLEDGMENT

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 twoyear period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

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

BIDDER DISQUALIFICATION QUESTIONNAIRE

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

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

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, 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, 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 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]

(Signature)

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF
THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed
subcontractor _____, hereby certifies that

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

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

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

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

Signing this Bid on the signature portion thereof shall also constitute signing this certificate.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 180

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years; and
- has not been suspended or debarred by Tulare County pursuant to Part V, Chapter 15 of the Tulare County Ordinance Code.

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity☐

Prime

☐

Subawardee

Tier _____, if known

Congressional District, if known

6. Federal Department/Agency:**5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:**

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:**9. Award Amount, if known:****10. a. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)**b. Individuals Performing Services** (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____

☐

actual

planned

13. Type of Payment (check all that apply)☐

a. retainer

☐

b. one-time fee

☐

c. commission

☐

d. contingent fee

☐

e. deferred

☐

f. other, specify _____

12. Form of Payment (check all that apply):☐

a. cash

☐

b. in-kind; specify: nature _____
value _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes

☐

No

☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be

made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

SUBCONTRACTOR LIST

In accordance with the provisions of Section 2-1.10 of the Standard Specifications, Public Contract Code section 4104, and Labor Code section 1771 et seq., each bidder must list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, as well as the subcontractor's Department of Industrial Relations' ("DIR") registration number, and State contractor's license number. In each instance, describe the nature and extent of the work to be sublet. On the Subcontractor List (next page), you must submit each subcontracted bid item number and corresponding percentage with your bid. **Failure to submit a properly completed Subcontractor List form may result in a nonresponsive bid.** Note: (1) pursuant to Public Contract Code section 4104(a)(2), an inadvertent error in listing the California contractor license number provided pursuant to this paragraph is not grounds for filing a bid protest or grounds for considering the bid non-responsive if the corrected contractor's license number is submitted to the County by the prime contractor within twenty-four (24) hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor; (2) pursuant to Labor Code section 1771.1(c), an inadvertent error in listing a subcontractor who is not registered with the DIR in a Bid, is not grounds for filing a bid protest or grounds for considering the bid non-responsive, provided that any of the following apply:

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

(2) Within twenty-four (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 Labor Code section 1725.5.

The General Contractor to whom the contract is awarded will not be permitted, without the written consent of the Tulare County Director of the Resource Management Agency or designee, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. Consent to the substitution of another person as subcontractor is only permitted in accordance with Public Contract Code section 4107.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent of the total contract price is deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only in accordance with Public Contract Code section 4109.

<u>Subcontractor Information</u>				<u>Work Portion</u>		
<u>Name</u>	<u>Address</u>	<u>Lic. No.</u>	<u>DIR Registration No.</u>	<u>Bid Item No.</u>	<u>Description</u>	<u>% of Bid Item</u>
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
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				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		

Further, as part of this Bid, the contractor agrees to the terms, and supplies the information required in the attached "Bidders Bond" or other security instruments (if such bond or instrument is required). Such Bond or instrument is considered part of the bid.

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

IMPORTANT NOTICE

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

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

License No. _____ Classification(s) _____

Federal Employer Identification Number By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by title 23 United States Code section 112 and Public Contract Code section 7106; and the title 2 Code of Federal Regulations part 180 Debarment and Suspension Certification, are true and correct.

Date: _____

Signature of bidder

NOTE: If bidder is a corporation, the legal name of the corporation is set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature must be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Board of Supervisors prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as non-responsive and unauthorized.

Business Address _____

Place of Business _____

Date: _____

COUNTY OF TULARE
STATE OF CALIFORNIA

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT:

That we _____

_____, AS PRINCIPAL, and

_____ as SURETY,

are held and firmly bound unto the County of Tulare, hereinafter called the Obligee, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Board of Supervisors, County of Tulare, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the Board of Supervisors, County of Tulare, for certain construction specifically described as follows, for which bids are to be opened at Visalia, California, on _____, _____, for construction of MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT.

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, given the required notice of award and presented with the Contract for signature and, within the time and manner required under the Special Provisions, executes and files it with the Clerk of the Board of Supervisors in the prescribed form and in accordance with the bid, together with all insurance certificates, bonds, powers of attorney, certificates of authority and financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the executed Contract, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of

_____, _____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

Note - Signature of those executing for the surety must be properly acknowledged or notarized.

INSTRUCTIONS – LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This form (Exhibit 15-G) must be submitted with your bid. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

Additionally, provide written confirmation from each DBE that the DBE is participating in the Contract. See section 2-1.12B(2) for more details.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If one hundred percent (100%) of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Form Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

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

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

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTSFederal-aid Project No(s). FEDERAL PROJECT NO. BRLO-5946(170)Bid Opening Date 2:00 pm on Thursday October 19, 2023

The County of Tulare established a Disadvantaged Business Enterprise (DBE) goal of 15 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts:

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name	
16. Phone		17. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature		19. Local Agency Representative's Name	
20. Phone		21. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

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

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

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

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

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

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

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

COUNTY OF TULARE
STATE OF CALIFORNIA

CONTRACT

THIS CONTRACT, entered into as of this _____ day of _____, by and between the COUNTY OF TULARE, a political subdivision of the State of California hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and must maintain the license from contract award through Contract acceptance (Public Contract Code § 20103.5) and is willing and able to perform the Work on the terms and conditions set forth herein.

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

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to the lowest responsible and responsive bidder.

WHEREAS, should bid rigging, bidder collusion, and other fraudulent activities occur, Contractor must call the U.S. Department of Transportation (DOT) toll-free hotline number (800) 424-9071. The service is available twenty-four (24) hours a day, seven (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.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at its own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Assistant Director of Public Works or designee, in general, of replacing the existing bridge with a two-lane, three span, reinforced concrete slab bridge with cast-in-place columns constructed on spread footings.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2022 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2022 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which the accepted Bid Proposal (Bid) to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder, Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved September 26, 2023 and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

MOUNTAIN ROAD 109 (M109) OVER
WHITE RIVER BRIDGE REPLACEMENT

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages 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 Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
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(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE BID)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license from Contract award through Contract acceptance (Public Contract Code §20103.5). Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. The Contractor must not allow any such subcontractor to work on this project.
2. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
3. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From the Department of Industrial Relations' website
2. On file at the Resource Management Agency Permit Center, 5961 South Mooney Boulevard, Visalia, Ca 93277, which will be made available to any interested person on request.
3. From the County Public Works website (see link in the Notice to Bidder section).

Contractor must post the general prevailing wage rates at a prominent place at each job site in accordance to section 7-1.02K(2) of the Caltrans Standard Specifications and Labor Code section 1773.2.

ARTICLE V. County does hereby engage Contractor as an independent 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 hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Hernan Beltran, P.E.
 Chief Engineer
 Resources Management Agency
 County of Tulare
 5961 South Mooney Boulevard
 Visalia, CA 93277

Contractor: _____

ARTICLE X. Before approval of a Contract by County, Contractor must file with the Clerk of the Board of Supervisors evidence of insurance as set forth in 7-1.06 of the Special Conditions which outlines the minimum scope, specifications, and limits of insurance required under this Contract. Additional insured endorsements required as outlined below cannot be used to reduce limits available to County as an additional insured from Contractor's full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Contract or act in any way to reduce the policy coverage and limits available from the insurer(s). If Contractor fails to maintain or renew coverage, or to provide evidence of renewal, then County may consider that failure a material breach of this Contract. County may also withhold any payment otherwise due to Contractor for failure to provide evidence of renewal until Contractor provides such evidence.

ARTICLE XI. The Complete Contract between the parties consists of this Contract, Notice to Bidders, the Special Provisions, the 2022 Caltrans Standard Specifications, the project plans, the 2022 Caltrans Standard Plans, the Technical Specifications, all Addenda, and the accepted Bid to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract are of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the Bid of the Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor will begin work within fifteen (15) calendar days from the date the Notice to Proceed is issued, in full compliance with said Section 8-1.04 of the Standard Specifications.

Complete all work within one hundred & eighty-one days (181) working days beginning on the fifteenth (15th) calendar day after the date shown on the Notice to Proceed. Contractor agrees to pay as liquidated damages and not as a penalty, the amount established pursuant to Section 8-1.10A of the Special Provisions, County and Contractor agree that if the Work is not completed within the Contract Time, then County's damages would be extremely difficult or impracticable to determine and that the amount specified is a reasonable estimate of the reasonable sum for such damages.

Liquidated damages for all work is set at two thousand three hundred dollars (\$2,300) per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision does not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 do not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and will be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract is not considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. DISPUTES AND DISPUTE RESOLUTION.

(A) **Informal Negotiations.** The Parties shall make their best efforts to informally resolve disputes that arise out of or relate to this Contract. To foster a spirit of cooperation and efficiency in the administration of this Contract, disputes between the Parties shall first be subjected to a good faith negotiations process as follows:

- (1) The aggrieved Party shall give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with the terms of the Contract. Said notice shall suggest a date, time and place for the negotiations session. The Parties may jointly decide to meet at another time and place; provided, however, the Parties agree that such negotiations session shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.
- (2) The Parties agree that the negotiations session(s), including proceedings or discussions concerning the proposed negotiations session(s), are to be considered confidential settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a negotiations session by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from

discovery or admission into evidence simply as a result of it having been used in connection with the negotiations session(s).

- (3) Absent mutual consent of the Parties, if a noticed negotiations session fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the negotiations session has not been made within those fifteen (15) calendar days, then the negotiations obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Section 22, unless the reason for such failure to convene a negotiations session is the refusal of the Party asserting a claim to participate in the negotiations session, in which event said claim will be deemed to have been waived.
- (4) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first negotiations session, then upon the written request of either Party (a "Mediation Request"), the dispute may be submitted to non-binding mediation in accordance with this Article.

(B) Mediation. If a dispute arising out of or relating to this Contract is not resolved through the above-described negotiations process, then within thirty (30) days after notice is provided through a Mediation Request, the Parties shall participate in non-binding mediation administered by a mediator to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
- (2) The Parties shall mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party.
- (3) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.
- (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both Parties, and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation.
- (5) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.
- (6) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within thirty (30) days of the selection of the mediator.
- (7) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- (8) The mediator's decision shall not be binding on or admissible against either Party. If mediation fails to resolve the dispute, then either Party may pursue litigation to resolve the dispute.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make

such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County has the right to terminate the Contract. In either event, County shall provide Contractor with at least thirty (30) days prior written notice of such termination.

ARTICLE XXV. Quality Assurance - The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the County and/or the Materials Testing Consultant performs, if available.

Schedule work to allow time for QAP review and compliance.

ARTICLE XXVI. Disadvantaged Business Enterprise (DBE) - Contractor acknowledges that this Contract is subject to 49 CFR 26.13(b) as set forth in Section 2-1.12B [2-1.12B(1) through 2-1.12B(9)] and 5-1.13B [5-1.13B(1) through 5-1.13B(3)] of the Special Provisions. By the signing this Contract, Contractor agrees to comply with all requirements of Section 2-1.12B, meet the County's established Disadvantaged Business Enterprise (DBE) goal of 15 % for this contract or otherwise have already provided adequate good faith efforts documentation.

ARTICLE XXVII. 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.

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 seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as

a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the Contract is warranted.

3. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
4. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent (125%) of original Contract item quantity, or in case of a decrease below 75 percent (75%), to the actual amount of work performed.

ARTICLE XXVIII. Buy America - Contractor acknowledges that this project is subject to "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

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

Steel and Iron Materials

1. All steel and iron materials must be melted and manufactured in the United States except: 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 one tenth of one percent (0.1%) of the total bid or two thousand five hundred dollars (\$2,500), materials produced outside the U.S. may be used.

Contractor must furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

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

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

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

ARTICLE XXIX. Prompt Payment of Funds Withheld to Subcontractors - No retainage will be held by the County 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 County'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.

ARTICLE XXX. 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 ten thousand dollars (\$10,000):

The nationwide goal for female utilization is six and nine tenths of a percent (6.9%).

The goal for minority utilization for Tulare County is twenty-three and six tenths of a percent (23.6%) per 45 Fed Reg 65984 (10/3/1980)

For the last full week of July during which work is performed under the Contract, the Contractor and each non material-supplier subcontractor with a subcontract of ten thousand dollars (\$10,000) or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms to the Engineer by August 15.

ARTICLE XXXI. Title 6 Assurance - During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

1. Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-contracts, 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-contract, 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 Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the Contract within a reasonable period of time, not to exceed ninety (90) days; and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-contract 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.

ARTICLE XXXII. **RESERVED**

ARTICLE XXXIII. Federal Trainee Program - Contractor shall be responsible for meeting the Federal Trainee Program requirements specified in this Contract and Section 7-1.11D of the Standard Specifications.

For the Federal training program, the number of trainees or apprentices is **2**.

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of 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.

Contractor has primary responsibility for meeting this training requirement.

If Contractor subcontracts a contract part, then Contractor shall determine how many trainees or apprentices are to be trained by the subcontractor. Contractor shall include these training requirements in each of its subcontracts.

Where feasible, twenty-five percent (25%) of apprentices or trainees in each occupation must be in their first (1st) year of apprenticeship or training.

Contractor shall distribute the number of apprentices or trainees among the work classifications on the basis of Contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, Contractor shall 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

Contractor shall obtain the County's approval for this submitted information before Contractor starts work. The County credits the Contractor for each apprentice or trainee it employs 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. 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 Contractor shall show that it has made the efforts. In making these efforts, Contractor shall not discriminate against any applicant for training.

Contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

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. Contractor's records must show the employee's answers to the questions.

In the training program, Contractor shall 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:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Contractor shall obtain the State's approval for its training program before it starts work involving the classification covered by the program.

Contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the FHWA 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 the Contractor eighty cents (\$0.80) 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 Contractor does at least one of the following:
 - Contributes to the cost of the training
 - Provides the instruction to the apprentice or trainee
 - Pays the apprentice's or trainee's wages during the off-site training period
3. If 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

Contractor shall furnish the apprentice or trainee with a:

1. Copy of the program Contractor will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Contractor shall maintain records and submit reports documenting its performance under section 7-1.11D of the Standard Specifications.

ARTICLE XXXIV. Prohibition Of Certain Telecommunications and Video Surveillance Equipment and Services

In response to significant national security concerns, the County shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or

- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the County administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

ARTICLE XXXV. The provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract (Exhibit A). This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and is required to be physically included in each executed contract.

ARTICLE XXXVI. The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit B). This wage rate determination applies to federal-aid contracts and all work performed exceeding \$2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

"County"

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By _____
Chair of the Board
of Supervisors

Attest: Jason T. Britt, County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

Dated _____
APPROVED AS TO FORM,
County Counsel

By _____
Deputy County Counsel

Matter No. _____

"Contractor"

By _____

Title _____

By _____

Title _____

Pursuant to Corporations Code section 313, County policy requires that contracts with a corporation shall be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Licensed in accordance with an act
providing for the registration of contractors.

License No. _____

Federal Employer Identification

Number _____

STATUTORY PERFORMANCE BOND PURSUANT TO

California Public Contract Code
Section 20129

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ___th day of _____, _____ for construction of MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Contract during the original term of the Contract and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Whenever Obligee declares Principal to be in default under the Contract, then the Surety will remedy the default pursuant to the Contract, or will promptly do one of the following, at the Obligee's option:

(1) Undertake through its agents or independent contractors reasonably acceptable to the Obligee, to complete the Project in accordance with all terms and conditions in the Contract, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages, and with no requirement for a "take-over" or similar agreement"; or

(2) Permit the Obligee to complete the Project in any manner consistent with California law and reimburse the Obligee for all costs it incurs in completing the Project, and in correcting, repairing, or replacing any defects in materials, equipment or workmanship, which do not conform to the Contract.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor that Surety may propose in fulfillment of its obligations in the event of default by the Principal. Surety will not utilize Principal in completing the Project or accept a bid from the Principal for completion of the Work if the Obligee, when declaring the Principal in default, notifies Surety of the Obligee's objection to Principal's further participation in the completion of the Project.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the construction work on this Project, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Obligee's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Obligee or its successors or assigns. If Obligee sues upon this bond, then Surety will pay reasonable attorney's fees and costs incurred by the Obligee in such suit, irrespective of the amount of this bond.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.

STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code
Sections 9550 through 9566

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___th day of _____, _____ for construction of MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et. seq.

This bond shall inure to the benefit of any person named in California Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California

Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California

CERTIFICATION CONCERNING WORKERS' COMPENSATION INSURANCE

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

I am aware of the provisions of Labor Code section 3700 which require 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.

Date _____

CONTRACTOR

CONSTRUCTION OF MOUNTAIN ROAD 109 (M109) OVER WHITE RIVER BRIDGE REPLACEMENT

CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (digital copy acceptable). The Contract must be signed by both the company president or vice president **and** the company secretary or treasurer (the two officers of the company cannot be the same person) with the Contractors State License Board number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 9550 through 9566 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of section 7-1.06 of the Special Provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid Contractors State License required to perform the work under this Contract. A copy of the Contractor's license is sufficient.
6. Local Agency Bidder DBE (Construction Contracts) Information Forms, Exhibit 15-G, and 15-H of the Local Assistance Procedures Manual. These forms shall be submitted prior to contract award per the Special Provisions.

Exhibit A

FORM FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL- AID CONTRACTS

(Replaces form in Section 7-1.11B of the Standard Specifications)

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.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 therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit B

MINIMUM FEDERAL WAGE RATES DETERMINATION