



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: November 24, 2025
Location: BOARD ROOM - County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501
TELECONFERENCE SITE
LARGE CONFERENCE ROOM – French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Joseph Morabito, **Chair** / Dustin Nigg, City of Wildomar
Michael Vargas, **Vice Chair** / Elizabeth Vallejo, City of Perris
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Wes Speake / Jim Steiner, City of Corona
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Brian Berkson / Armando Carmona, City of Jurupa Valley
Fia Sullivan / Kevin Bash, City of Norco
Chuck Conder / Patricia Lock Dawson, City of Riverside
Jose Medina, County of Riverside, District I
Karen Spiegel, County of Riverside, District II

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

Air Quality, Capital Projects, Communications and Outreach Programs, Intermodal Programs, Motorist Services, New Corridors, Regional Agencies/Regional Planning, Regional Transportation Improvement Program (RTIP), Specific Transit Projects, State Transportation Improvement Program (STIP)

Transportation Uniform Mitigation Fee (TUMF) Program and Provide Policy Direction on Transportation Programs and Projects related to Western Riverside County and other areas as may be prescribed by the Commission.

***RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE***

www.rctc.org

AGENDA*

**Actions may be taken on any item listed on the agenda*

1:30 p.m.

Monday, November 24, 2025

BOARD ROOM

***County Administrative Center
4080 Lemon Street, First Floor
Riverside, California 92501***

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

***French Valley Airport
37600 Sky Canyon Drive
Murrieta, California 92563***

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. **APPROVAL OF MINUTES – OCTOBER 27, 2025**

Page 1

7. **MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT CONSTRUCTION AWARD AND OTHER PROJECT AGREEMENTS**

Page 9

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of \$107,382,285, plus a contingency amount of \$12,885,875, for a total not to exceed amount of \$120,268,160 and waive informalities and minor irregularities in the bid;
- 2) Approve the following Tribal Monitoring Agreement Amendments totaling \$600,000:
 - a) Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of \$70,280;
 - b) Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of \$47,650;

- c) Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of \$87,080;
- d) Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of \$60,580;
- e) Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of \$334,410;
- 3) Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;
- 4) Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide \$8,000,000 to County, payable by the Commission for the pavement improvements;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 7) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

8. CONSTRUCTION AGREEMENT AWARD TO AMES CONSTRUCTION, INC. FOR THE STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Page 156

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of \$48,925,559, plus a contingency amount of \$4,892,556, for a total amount not to exceed \$53,818,115;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

9. PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT COOPERATIVE AGREEMENT WITH THE CITY OF BEAUMONT AND AGREEMENT WITH HDR ENGINEERING, INC.

Page 221

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed \$14,000,000;
- 2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;
- 3) Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of \$5,874,301, plus a contingency amount of \$587,430, for a total amount not to exceed \$6,461,731;
- 4) Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of \$14,000,000 (revenue) and \$6,461,731 (expenditure) for receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);
- 5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.

10. MEAD VALLEY METROLINK STATION/MOBILITY HUB PROJECT - SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY COOPERATIVE AGREEMENT FOR PROJECT SUPPORT SERVICES

Page 314

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 25-33-115-00 to Southern California Regional Rail Authority (SCRRA) for project support services on the Mead Valley Metrolink Station/Mobility Hub Project in an amount of \$578,220, plus a contingency amount of \$171,780 for a total amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

11. AMENDMENT NO. 2 TO THE AGREEMENT WITH COUNTY OF RIVERSIDE TO FUND THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE INTERSTATE 215/ETHANAC ROAD INTERCHANGE

Page 334

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 2 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of \$344,062 from the 2009 Measure A Western County New Corridors (MANC) Program funds from the original agreement for the Project Approval/Environmental Document (PA/ED) phase of the Interstate 215/Ethanac Road Interchange (Ethanac Interchange); and
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

12. PROJECT UPDATES REGARDING SETTLEMENT AGREEMENT CONTRIBUTIONS INVOLVING THE WORLD LOGISTICS CENTER FROM THE CITY OF MORENO VALLEY AND HIGHLAND FAIRVIEW FOR THE CENTER FOR ENVIRONMENTAL RESEARCH AND TECHNOLOGY AND THE COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE

Page 343

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file a final report from the Center for Environmental Research and Technology (CERT) at the University of California, Riverside (UCR); and
- 2) Receive and file a final report from the Community Translational Research Institute (CTRI), a program of the Public Health Foundation Enterprises Inc., dba Heluna Health.

13. EXECUTIVE DIRECTOR REPORT

14. COMMISSIONER COMMENTS

Overview

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

15. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, December 22, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, October 27, 2025

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Joseph Morabito at 1:30 p.m. in the Board Room located at 4080 Lemon Street, Riverside, CA 92501. Additional teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA 92563.

2. ROLL CALL

Members/Alternates Present

Brian Berkson*
Sheri Flynn*
Clint Lorimore
Linda Krupa
Jose Medina
Joseph Morabito
Karen Spiegel
Fia Sullivan
Lloyd White

*Arrived after the meeting was called to order.

Members Absent

Chuck Conder
Wes Speake
Michael Vargas

3. PLEDGE OF ALLEGIANCE

Chair Morabito led the Western Riverside County Programs and Projects Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

- 6. CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

M/S/C (Krupa/Spiegel) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – JULY 28, 2025

7. AGREEMENTS FOR ON-CALL RIGHT OF WAY SUPPORT SERVICES

Paul Mim Mack, Senior Management Analyst, presented the On-Call Right of Way support services agreements, highlighting the following:

- Background
 - ✓ Right of way support services are necessary to support the Right of Way department.
 - ✓ These services include project management, RCA property owner outreach, appraisal coordination, title escrow services, acquisition, residential/business relocation, utility relocation coordination, eminent domain coordination, property management, right of way certification, construction support, and project closeout.
 - ✓ The Commission and RCA utilizes these services enabling timely and cost-effective delivery via as needed task orders across a wide range of projects.
- Procurement process

Commissioner Karen Spiegel referred to the procurement process slide and clarified that Paul Mim Mack had mentioned four firms and then he got to the procurement process, and he stated that there were three qualified.

Paul Mim Mack replied that there were three firms that they selected.

Commissioner Spiegel stated that she does not want a push back from HDR Engineering, Inc (HDR) that the Commission did not call them qualified.

Paul Mim Mack stated that they did submit a responsive bid.

Commissioner Spiegel clarified that Paul Mim Mack used the word the three that qualified so she wanted to know what the reason was that HDR was not selected.

Paul Mim Mack stated the chief reason that HDR did not make it is because almost half of their key personnel were not HDR staff, but they were rather consultant staff, and they do not have much experience in right of way but are mostly an engineering firm.

Commissioner Spiegel wanted to make sure when Paul Mim Mack used the word, they were not qualified the Commission does not get any push back on that.

At this time, Commissioner Sheri Flynn joined the meeting.

Aaron Hake stated they do offer all their bidders debriefs after the procurement is done so that they can get feedback for what they can improve on next time. A lot of times when they are doing these procurements, they do the scoring before the interviews and sometimes there is a clear cut off. They can see how many firms are in one category and then there is a score drop off, so staff has to figure out where they draw the line. That does not mean they are not qualified, it is just that they have to draw the line somewhere.

M/S/C (Spiegel/White) for the Committee to recommend the Commission take the following action(s):

- 1) **Award the following agreements to provide on-call right of way support services for a three-year term in an amount not to exceed an aggregate value of \$3,300,000;**
 - a) **Agreement No. 25-31-092-00 with Bender Rosenthal, Inc.;**
 - b) **Agreement No. 25-31-145-00 with Epic Land Solutions, Inc.;**
 - c) **Agreement No. 25-31-146-00 with Monument ROW;**
 - 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission; and**
 - 3) **Authorize the Executive Director, or designee, to execute task orders awarded to the contractors under the terms of the agreements.**
- 8. PERRIS-SOUTH STATION AND LAYOVER EXPANSION PROJECT AWARD CONSTRUCTION AGREEMENT WITH GRANITE CONSTRUCTION COMPANY, APPROVE SHORT RANGE TRANSIT PLAN AMENDMENT**

John Tarascio, Senior Capital Projects Manager, presented the Perris-South Station and Layover Expansion Project construction agreement, highlighting the following areas:

- Project history
- Project overview
 - ✓ Background
 - Originally a part of 91/Perris Valley Line (PVL) scope but deleted due to funding constraints
 - Existing Perris-South Station Consists of:
 - Shortened Single Passenger Loading Platform
 - Layover Facility (Three Storage Tracks)
 - ✓ Project scope
 - Expansion of Existing Passenger Loading Platform to Full Length
 - Construction of a Second passenger Loading Platform and

- Associated Track
 - Added fourth Track at Layover Facility

At this time, Commissioner Brian Berkson joined the meeting.

John Tarascio continued to present the following:

- Project schedule
 - ✓ November 2025 Award Construction Contract
 - ✓ Late 2025 Issue Limited Notice to Proceed for Long Lead Items
 - ✓ Early 2026 Start Construction
 - ✓ 2028 Complete Construction
- Bid results
- Fiscal impact

Commissioner Spiegel asked if the PVL station is meeting the numbers that they had anticipated.

Aaron Hake replied that they are under ridership projections.

Commissioner Spiegel asked what the Commission can do to uplift the ridership as they are going to put in another \$27 million.

Aaron Hake replied that it is something they are watching closely, and they are putting in a significant amount of effort into promotional programs to encourage ridership. RCTC is offering free rides to first-time riders if they live in Riverside County. This is mostly competitive funds, these are grants from the state, so not all the Commission's money. Part of the purpose of this project is to increase the number of trains RCTC can store at the end of the line so they can start the day with more trains and hopefully run higher frequencies. Some of the feedback they get from riders is that it is not frequent enough so if they have more capacity to store more trains, hopefully, they can increase frequency and attract more riders. It is just one of those issues until they make the investment, it is unsure if the riders are going to come.

Commissioner Linda Molina stated that she has a possible solution for that to bring the San Jacinto Line on board coming into San Jacinto Valley and/or have an expedited bus service between Hemet and Perris-South station so people can get on the train and ride. She would do that if the Commission had that and she would take it all the way into Los Angeles.

M/S/C (Medina/Spiegel) for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 26-33-012-00 to Granite Construction Company (Granite), as the lowest responsive, responsible bidder, for the**

construction of the Perris-South Station and Layover Expansion Project (Project) in the amount of \$24,435,746, plus a contingency amount of \$2,932,290, for a total amount not to exceed \$27,368,036;

- 2) Approve an amendment to the Fiscal Year 2025/26 Short Range Transit Plan (SRTTP) to include \$2,351,836 of additional State Transit Assistance (STA) funds for the Project;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 4) Authorize the Executive Director or designee to approve contingency work as may be required for the Project.**

9. 2019-2029 WESTERN RIVERSIDE COUNTY HIGHWAY DELIVERY PLAN STATUS UPDATE

Erik Galloway, Project Delivery Director, presented the 2019-2029 Western Riverside Highway Delivery Plan status update, highlighting the following:

- History
 - ✓ May 8, 2002 - Measure A Ordinance Executed
 - ✓ November 5, 2002 - Voters Approved Measure A
 - ✓ December 2009 - 2009-2019 Delivery Plan Adopted
 - ✓ January 2010 - 2009-2019 Delivery Plan Modified
 - ✓ January 2019 - Start Development of 2019-2029 Delivery Plan
 - ✓ July 2019 - 2019-2029 Delivery Plan Adopted
 - ✓ November 2025 - 2019-2029 Delivery Plan Status Update
- A list of the Measure A Projects – Ordinance No. 02-001
- 2019-2029 Delivery Plan
 - ✓ The 2019-2029 Delivery Plan Listed project in the following categories:
 - Group 1 – Fully Funded: Part of the 2019-2029 Delivery Plan
 - Group 2 – Partial Funding Likely Available: Part of the 2019-2029 Delivery Plan
 - Group 3 – Partner Agency Projects: Assist with Funding in 2019-2029
 - Group 4 – Not Part of the 2019-2029 Delivery Plan: RCTC Projects
 - Group 5 – Not Part of the 2019-2029 Delivery Plan: Partner Agency Projects
- 2019-2029 Delivery Plan – Project list for RCTC Sponsored Group 1 and Group 2 Projects and the Prioritization Factors
- A closer look at Group 1, Group 2, Group 3, Group 4, and Group 5 Projects without the Prioritization Factors to improve readability
- 2019-2029 Delivery Plan Changes
 - ✓ September 11, 2019 - Commission Meeting
 - Postponed project study report for Next Generation Toll projects
 - ✓ May 12, 2021 - Commission Meeting
 - Awarded design agreement to commence the Smart Freeway pilot project

- ✓ May 11, 2022 - Commission Meeting
 - Adopted decision to defer the design and construction of Mid County Parkway Package 2
- ✓ September 14, 2022 - Commission Meeting
 - Approved award of the design agreement for the Mid County Parkway Package 3
- ✓ January 26, 2024 - Commission Workshop
 - Adopted the proposed segments for the SR-79 project and proceeded with the project as a county facility and not as a state highway
- ✓ September 10, 2025 - Commission Meeting
 - Approved award for a Next Generation Toll Feasibility Study 2.0
- 2019-2029 Delivery Plan 2.0 - Status Update
 - ✓ 2019-2029 Delivery Plan 2.0 - Status Update of Group 1 Projects
 - ✓ 2019-2029 Delivery Plan 2.0 - Status Update of Group 2 Projects
 - ✓ 2019-2029 Delivery Plan 2.0 - Status Update of Group 3 Projects
 - ✓ 2019-2029 Delivery Plan 2.0 - Status Update of Group 4 Projects
 - ✓ 2019-2029 Delivery Plan 2.0 - Status Update of Group 5 Projects
- 2019-2029 Delivery Plan 2.0 - Status Update
 - ✓ Group 1 – Fully Funded: Part of the 2019-2029 Delivery Plan 2019-2029 Delivery Plan - October 2025 Status
 - ✓ Group 2 – Partially Funded. Likely Available - Part of the 2019-2029 Delivery Plan - October 2025 Status
 - ✓ Group 3 – Partner Agency Projects: Assist with Funding in 2019- 2029 - October 2025 Status
 - ✓ Group 4 – Not Part of 2019- 2029 Delivery Plan: RCTC Projects - October 2025 Status
 - ✓ Group 5 – Not Part of 2019-2029 Delivery Plan: Partner Agency Projects - October 2025 Status
 - ✓ 2019-2029 Delivery Plan October 2025 Status All Groups Combined
- Plan forward
 - ✓ Financial and project cost analysis
 - Forecast Measure A revenue through expiration of the measure (2039)
 - Forecast debt service and existing financial commitments from Western County Highway account
 - Estimate costs of remaining Western County Highway projects
 - ✓ Assess current 2019-2029 Measure A Western County Highway Delivery Plan
 - Adjust current delivery plan to meet realistic funding and schedule expectations by 2029
 - ✓ Begin development of 2039 Measure A Western County Highway Delivery Plan
 - Identify priorities for remaining Measure A Western County Highway projects

- Determine what can reasonably be delivered before Measure A expires
- Organize RCTC resources to achieve 2039 priorities
- ✓ Concurrent review of Measure A Western County Public Transportation funding

Chair Morabito asked by 2029 what is the percentage to be completed that they are hoping for.

Erik Galloway replied by 2029 that that is what staff has to assess because there are still about 34 percent of projects that are future. Staff needs to look at the funding that they have and what those projects are going to cost and then they can align it and see if it is achievable. He explained what happened in the 2009-2019 Delivery Plan is that some of the projects were not achieved and they were pushed into the next delivery plan and that is what they have to assess. By looking at the numbers they are on par with what they are supposed to be in terms of 60 percent of the projects are nearing completion.

M/S/C for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file an update on the 2009-2019 Western Riverside County Highway Delivery Plan (10-Year Delivery Plan).**

10. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- He stated he wanted to point out something from the two items previously when the Committee awarded the Granite Construction contract for Perris-South station. There is a lot that goes on behind the scenes on projects like this in the procurement phase and one of the things they look at when they get bids in is how many bids were there and how close they were to the engineer's estimate. In this last item they just talked about project costs and estimating where do they think the bids are going to come in. It does not always happen but on this one that they had today their engineer's estimate was \$24 million and the lowest bid came within one percent of that. They had healthy competition, a lot of the bids were close, and he wanted to express appreciation to the team who estimated the project and got it ready. This Commission and this leadership is what the private sector looks to when they are looking for where they are going to bid. They had a lot of competition and there are a lot of people who want to work for RCTC. In looking forward to all the projects that Erik Galloway just went through, they are going to have to see what they can really get done with the funding they have and what they can't, staff will come back to the Commission with those difficult conversations. They have accomplished a lot, but they are not going to be able to get everything done.

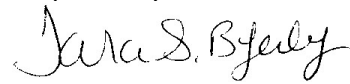
11. COMMISSIONER COMMENTS

There were no comments from the Commissioners.

12. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:10 p.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Tara S. Byerly". The signature is written in a cursive, flowing style.

Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Mid County Parkway Ramona Expressway Construction Contract 3 Project Construction Award and Other Project Agreements

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of \$107,382,285, plus a contingency amount of \$12,885,875, for a total not to exceed amount of \$120,268,160 and waive informalities and minor irregularities in the bid;
- 2) Approve the following Tribal Monitoring Agreement Amendments totaling \$600,000:
 - a) Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of \$70,280;
 - b) Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of \$47,650;
 - c) Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of \$87,080;
 - d) Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of \$60,580;
 - e) Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of \$334,410;
- 3) Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;
- 4) Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide \$8,000,000 to County, payable by the Commission for the pavement improvements;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and

- 7) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

Project Overview

The MCP3 project (Project) will improve approximately 8.6 miles of Ramona Expressway in eastern Riverside County, running through unincorporated county land and the city of San Jacinto. This segment currently consists of one lane in each direction with limited passing lanes and has experienced a high rate of accidents and fatalities. The proposed improvements will expand the roadway to four lanes (two in each direction) with enhanced safety features including a raised median with delineators, a new bridge over the San Jacinto River, and traffic signals at key intersections.

Ultimate Mid County Parkway Project

The Mid County Parkway (MCP) is a proposed 16-mile east-west highway that will stretch from State Route 79 in the Hemet Valley to Interstate 215 at Placentia Avenue in the city of Perris. In 1998, as part of the Community and Environmental Transportation Acceptability Process (CETAP) the Commission identified new major transportation facilities to serve the current and future transportation needs of Western Riverside County while preserving critical habitat. This process represented a balanced approach to the provision of important transportation improvements, while limiting the impacts on communities and the environment. The CETAP corridors are an integral part of the County's general plan and the Multiple Species Habitat Conservation Plan (MSHCP). As part of the CETAP, the Commission approved moving forward with project level environmental studies for the MCP project on December 13, 2003.

At its April 2015 meeting, the Commission, as the lead agency under the California Environmental Quality Act (CEQA), certified the final environmental impact report, adopted findings pursuant to CEQA, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project. As the lead agency under the National Environmental Policy Act (NEPA), the Federal Highway Administration (FHWA) approved the final environmental impact statement on April 15, 2015, and issued a record of decision for the MCP project in August 2015.

As the Commission developed its Strategic Assessment, which was approved in January 2016, it was recognized that in order to deliver major new corridor projects such as the MCP and 79 Realignment, separate smaller construction packages would have to be developed that are fundable and buildable, and at the same time provide immediate public benefit. Staff was directed to study phasing and prioritization alternatives to determine if/how projects could be scaled or deferred, to reflect funding constraints and state and federal policy challenges.

The I-215/Placentia Avenue Interchange project was the first construction package along MCP, which was completed on December 22, 2023.

Following the completion of the I-215/Placentia Avenue Interchange project, RCTC intended to begin design and right of way (ROW) efforts for the subsequent project, MCP2, in the city of Perris and unincorporated county of Riverside. This project included constructing approximately three miles of the 16-mile MCP from Wilson Avenue to Ramona Expressway.

Mid County Parkway/Ramona Expressway Construction Contract 3 Project Development

At the February 28, 2022, Western Riverside County Programs and Projects Committee meeting, staff planned to present an item to award an agreement for preparation of plans, specifications and estimate (PS&E) for the MCP2 from Redlands Avenue to Ramona Expressway. The city of Perris objected to the project, so the Committee directed staff to meet with Perris to try to address its concerns.

After holding several meetings with the city of Perris to attempt to resolve its concerns, the Commission on May 11, 2022, adopted a decision to defer work on MCP2. Instead, staff was directed to work with the Riverside County Transportation Land Management Agency (RCTLMA) to develop a scope for an alternative construction package within the County jurisdiction, along Ramona Expressway, to address ongoing safety issues and continue progress on the overall MCP Project.

Commission and RCTLMA staff met to develop the scope for a project that would address the goals noted above, and they successfully identified a roughly 8.6-mile segment of Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment experiences the highest occurrence of accidents and fatalities along the Ramona Expressway and would advance a significant section of the MCP.

The existing Ramona Expressway within this segment consists of one lane in each direction with passing lanes in a few locations. The proposed improvements will add two new eastbound lanes to the existing two lanes, restriping to convert the existing Ramona Expressway into two westbound lanes, a raised median with delineators to separate the eastbound and westbound travel lanes, a new bridge over the San Jacinto River, and traffic signals at several intersections. This segment is included in the original MCP, and the proposed improvements are consistent with the ultimate MCP. See Attachment 1 Exhibit Map.

On September 14, 2022, the Commission awarded Agreement No. 23-31-007-00 to Jacobs Engineering Group to prepare PS&E for the Project. The final design has been completed and was approved by the RCTLMA and City of San Jacinto.

In 2023, the California Transportation Commission (CTC) awarded RCTC a Senate Bill 1 Solutions for Congested Corridors Program (SCCP) grant for the Project. In 2024, RCTC nominated the Project to receive SB 1 Local Partnership Program – Formula (LPP-F) funds. At the June 26, 2025,

CTC meeting, the Project received its SCCP and LPP-F funding allocations. In July 2025, RCTC obtained authorization to proceed with spending federal Surface Transportation Block Grant (STBG) funding. This allowed RCTC to advertise the construction phase of the Project.

On June 11, 2025, the Commission approved the award of Agreement No. 25-31-045-00 to CHA Consulting, Inc. (formerly known as Falcon Engineering Services Inc.) for construction management, materials testing, construction surveying and environmental monitoring services for the Project and approved the award of Agreement No. 25-31-102-00 with the Center for Natural Lands Management (CNLM) and the use of Measure A funds for an endowment towards the conservation easement of the Sweeney and San Timoteo Canyon mitigation sites.

With the Commission's approval of the items presented in this staff report, RCTC anticipates construction starting early 2026 and completing late 2028.

DISCUSSION:

Construction Procurement

On July 31, 2025, the Commission advertised Invitation for Bids (IFB) No. 26-31-005-00 for construction of the Project. A public notice was advertised in the Press Enterprise, and the complete IFB package, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Electronic mail messages were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. Two Hundred Two (202) firms downloaded the IFB; sixty-three (63) of those are located in Riverside County. A pre-bid conference was held on August 13, 2025.

On September 10, 2025, five (5) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

	Firm (In order from low bid to high bid)	Bid Amount
1	Skanska USA Civil West California District Inc.	\$107,382,285
2	Ames Construction, Inc.	\$109,009,766
3	Griffith Company	\$113,581,793
4	Granite Construction Company	\$127,590,000
5	Security Paving Company, Inc.	\$135,567,974
	Engineer's Estimate*	\$191,860,650

*This is the recalculated Engineer's Estimate as certain bid items were deleted during the procurement process.

The basis of award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy, state law, and subject to applicable federal funding source requirements. The Bid Comparison Analysis Table (Attachment 2) shows the bid amounts of each bidder, the total price per item and percent variation from the engineer's

estimate for each bid item. The bid price submitted by Skanska was 44 percent lower than the engineer's estimate. Although Skanska's bid is lower than the engineer's estimate, an analysis of the bid did not find irregularities or omissions in the bid schedule.

Bid Evaluation

Staff did identify a minor irregularity in Skanska's List of Subcontractors submitted with its bid. Skanska listed Legacy Reinforcing Steel as the name of the subcontractor to perform work to drill, set cages and steel casings, and place concrete. However, the License Number, DIR Registration Number, and Contact listed are for a different entity, Legacy Foundations. Skanska also listed Legacy Foundations on other bid documents, including the EEOC form and CARB form. Legacy Reinforcing Steel is not listed anywhere else in Skanska's bid. Commission staff determined that, based on the foregoing information and the fact that Legacy Foundations and not Legacy Reinforcing Steel is the entity qualified to complete the identified scope of work, it was Skanska's clear intent to list Legacy Foundations on its List of Subcontractors, not Legacy Reinforcing Steel.

Commission staff reviewed this issue with legal counsel, who advised that based on an Attorney General opinion related to Public Contract Code (PCC) section 4100, et. seq., the Subletting and Subcontracting Fair Practices Act (Act), and case law related to bid irregularities, the Commission may waive the minor irregularity of listing the incorrect subcontractor name. Such a waiver would not have allowed Skanska to withdraw its bid without forfeiting its bid bond and does not give Skanska a material advantage over other bidders. Skanska must still comply with the Act and the information submitted with its bid and subcontract with Legacy Foundations, the subcontractor Skanska clearly intended to list. The Commission retains the statutorily prescribed remedies in the event Skanska violates the Act. Therefore, Commission staff recommend waiver of the error of listing the incorrect subcontractor name as a minor irregularity.

Cost Difference

Overall, there was a difference of \$84,478,365 or 44 percent difference between the lowest bid and the engineer's estimate. While this may be a larger gap than usual, there is confidence that the bids received represent an accurate reflection of the overall scope and cost of the project due to the following factors:

- No discrepancies were found in the bid prices received.
- The bid prices received between the first, second and third bidders were within a difference of 1.5 percent and 5.8 percent respectively which indicates that there was no confusion/uncertainty about the overall project scope.
- The low percentage difference between the bids indicates high competition and the best price obtained for the project.
- The average bid price from the five bidders for the individual line items were in line with one another for most items, with the engineer's estimate being higher in the majority of cases.

- Bid prices received for the larger scope items were found to be comparable to prices received on previous Commission projects of similar scale.

In addition, staff analyzed the Engineers Estimate to determine the major contributing factors for the estimate being 44 percent higher than the lowest bid. Staff concluded that the Engineers Estimate was developed during a period of cost uncertainty within the construction industry and within the global markets in general. Additional considerations related to material price escalations, tariffs and rising labor costs were incorporated into the Engineers Estimate to account for these potential risks. In addition, the Engineers Estimate did not account for construction efficiencies, means and methods, material sourcing strategies and other competitive approaches all which can result in lower bid prices.

Overall, the differences highlight the dynamic nature of construction bidding, where contractors leverage efficiencies, market conditions, and strategic pricing to optimize their proposals, often resulting in lower costs than conservative engineering estimates. For the full bid analysis report, please refer to attachment 3.

Recent Changes to Disadvantaged Business Enterprise

Staff also notes that the Disadvantaged Business Enterprise (DBE) goal on this project was amended to reflect a 0 percent goal. This action was taken pursuant to the U.S. Department of Transportation (DOT) DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26, the California Department of Transportation (Caltrans) Division of Local Assistance Briefing issued on October 6, 2025, and the Caltrans Advisory on DBE Program IFR, dated October 7, 2025. Because the project is funded in part by the DOT, with the funding administered by Caltrans, the Commission must comply with the IFR and Caltrans guidance and cannot include DBE goals in new contracts. Accordingly, award will be made to the lowest responsible and responsive bidder, without consideration of the DBE Commitment Form or Good Faith Efforts (GFE) submissions. Further, the Commission will not engage in compliance monitoring of DBE participation on the project, and DBE participation on the project will not count towards overall program goals.

Conclusion

After analyzing the bids received, staff concluded that Skanska is the lowest responsible bidder submitting a responsive bid in the amount of \$107,382,285 for the Project.

Staff recommends award of Agreement No. 26-31-005-00 for the construction of the Project to Skanska in the amount of \$107,382,285, plus a contingency amount of \$12,885,875 to cover potential change orders encountered during construction, for a total amount not to exceed \$120,268,160. A contingency amount of 12 percent is recommended for this agreement to address any unforeseen conditions encountered during construction. This is the same contingency percentage seen on the SR-71 / SR-91 Project.

Tribal Monitoring Agreement Amendments

Background on Tribal Monitoring

Tribal monitoring is required under federal law and is conducted to protect Native American cultural resources and artifacts that may be encountered during ground disturbing construction activities. The requirement is from the Memorandum of Agreement entered in October 2014 among the Federal Highway Administration, the State Historic Preservation Officer, Caltrans District 8 and RCTC.

Five federally recognized Native American tribes with ancestral ties to the project area will have monitors present on-site during all excavation, grading, staging, and other ground-disturbing activities to ensure any cultural discoveries are properly identified, documented, and protected according to federal and state cultural resource protection laws. Please refer to Attachments 5 through 9 for the draft monitoring agreements with the 5 Native American tribes.

Agreement Details

The Commission entered into Tribal Monitoring Agreements with the federally recognized Native American tribes in the project area for the overall MCP Project in July of 2019. These Agreements establish procedures between the Commission and Tribes for participation in cultural resources monitoring for the ultimate MCP Project. The agreements formalize how tribal monitors will participate in all ground-disturbing activities within the Project's area of potential effects.

The Commission has entered into tribal monitoring agreements with the Cahuilla Band of Indians, the Gabrielino Tongva Nation, the Pechanga Band of Luiseno Indians, the Morongo Band of Mission Indians, and the Soboba Band of Luiseno Indians. An amendment to each agreement is required to address the level of effort required for the MCP3 project. Subsequent amendments will be required for other segments of the MCP.

The total estimated cost for the Tribal Monitoring Agreement Amendments for monitoring of the ground disturbing construction activities as part of MCP3 is Six-Hundred Thousand Dollars (\$600,000). The individual tribal agreement amounts shown in Tables 2 and 3 include the contingency allocation.

City of San Jacinto MCP3 Cooperative Agreement

The Commission and the city of San Jacinto are entering into Cooperative Agreement No. 25-31-094-00. This agreement establishes the responsibilities and commitments between the Commission and the City for the timely and successful delivery of the project. The Commission will be the lead agency for Construction phase of the project.

Although the majority of the project lies within the County of Riverside, portions of the project are in the City's jurisdiction. Within the 8.6-mile MCP3 project, the southern half of the road, covering 1.7 miles to the east, lies under City jurisdiction. These improvements include roadway

widening, intersection and signal improvements, as well as drainage and utility work. Project facilities within the City will ultimately be owned, operated, and maintained by the City upon acceptance.

Tri-Party Cooperative Agreement for Improvements from Warren to Sanderson

Since the roadway east of MCP3 (from Warren Road to Sanderson Avenue) is already widened to two (2) lanes in each direction, RCTC did not originally plan to include any improvements in this segment. The approximately 1.7 miles of roadway from Warren Road to Sanderson Avenue is in both County and City jurisdiction. The 1.7-mile section between Warren and Sanderson is split between County and City jurisdiction: the first 0.6 miles has the northerly half in County jurisdiction and the southerly half in City jurisdiction, while the remaining 1.1 miles is fully within the City. The existing roadway shows noticeable deterioration with alligator cracking and potholes.

The City had expressed interest in RCTC improving the roadway east of MCP3; however, the request was not initially feasible because (1) the road already matches MCP3's four-lane configuration and (2) most of the pavement lies outside the approved environmental footprint. At the same time, the County was preparing to begin designing roadway improvements within its jurisdiction.

Through collaboration between the County, City, and RCTC, the County agreed to expand its project limits to include the City's portion. The County will manage the design and construction of the improvements, while RCTC and the City will provide funding to the County for the work within City limits as indicated in the table below. Upgrading the segment east of MCP3 will provide a smoother transition from the newly completed MCP3 and enhance safety for all users, resulting in 10.3 miles of contiguous roadway (8.6 miles for MCP3 + 1.7 miles from Warren Road to Sanderson Avenue).

Table 2 – Tri-Party Cooperative Agreement Cost Breakdown

	Jurisdiction	Total Estimated Cost	Funded By
1	County	\$2,000,000	County (100% = \$2M)
2	City	\$10,000,000	RCTC (80% = \$8M) City (20% = \$2M)
	Total	\$12,000,000	

These terms are formalized in the Tri-Party Cooperative Agreement No. 26-31-001-00 between RCTC, the County, and the City. Costs are estimated and will be adjusted based on actual expenditure. Additionally, if the broader MCP3 project and cooperative agreements are terminated, the Commission's funding obligations under this agreement will also be terminated. RCTC and City will provide funding to the County as indicated above.

FISCAL IMPACT:

The MCP3 Project Construction Agreement No. 26-31-005-00, Amendments to Tribal Monitoring Agreements (19-31-104-02, 19-31-105-02, 19-31-106-02, 19-31-107-02, and 19-31-108-03), city of San Jacinto Cooperative Agreement No. 25-31-094-00, and Tri-Party Cooperative Agreement No. 26-31-001-00, will be funded by a combination of STBG, SCCP, LPP-F, County, Transportation Uniform Mitigation Fee – Community Environmental Transportation Acceptability Process (TUMF-CETAP), and Measure A – New Corridors (MANC) as summarized in Table 3.

Any savings realized from the construction contract or unused contingency funds will be reallocated to an eligible future project or returned to their original funding sources in accordance with Commission policy and grant requirements.

Table 3 - Funding Source Breakdown

Item	Dollar Amount	Fund Source*
1 Construction + 12% Contingency – Skanska	\$120,268,160	
2 Tribal Monitoring Agreement – Cahuilla	\$70,280	STBG = \$119,350,000 SCCP = \$44,500,000 LPP-F = \$18,775,000 County = \$1,000,000 TUMF-CETAP/MANC = \$28,513,000
3 Tribal Monitoring Agreement – Tongva	\$47,650	
4 Tribal Monitoring Agreement – Pechanga	\$87,075	
5 Tribal Monitoring Agreement – Morongo	\$60,585	
6 Tribal Monitoring Agreement – Soboba	\$334,410	
7 RCTC San Jacinto Cooperative Agreement	\$0	
8 RCTC / County / San Jacinto Tri-Party Agreement	\$8,000,000	
Total	\$128,868,160	\$212,138,000

*These are the obligated dollar amounts which are subject to adjustments for proportional spending, as required by CTC and Caltrans/FHWA guidelines.

Table 4 - Expenditure Schedule

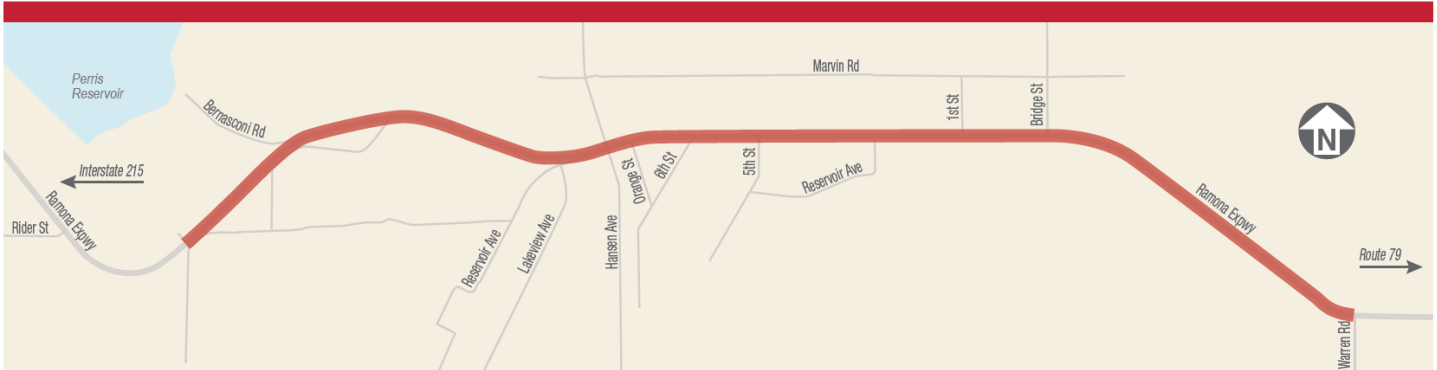
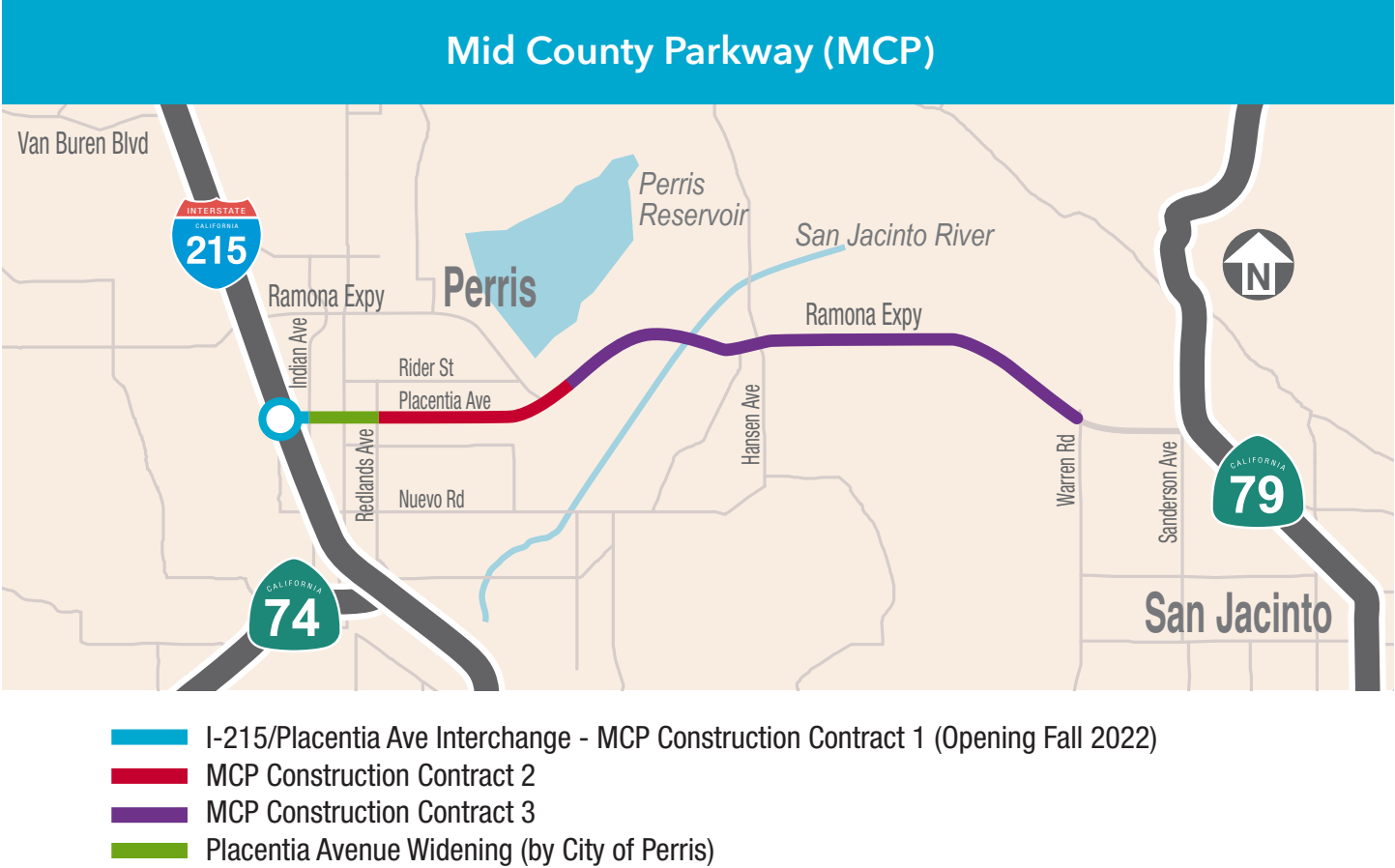
Item	FY 2025/26	FY 2026/27+	Project Accounting No.
1 Construction Contractor Skanska	\$30,000,000	\$90,268,160	002328
2 Tribal Monitoring Agreement – Cahuilla	\$10,000	\$60,280	002328
3 Tribal Monitoring Agreement – Tongva	\$10,000	\$37,650	002328
4 Tribal Monitoring Agreement – Pechanga	\$10,000	\$77,080	002328
5 Tribal Monitoring Agreement – Morongo	\$10,000	\$50,580	002328
6 Tribal Monitoring Agreement – Soboba	\$100,000	\$234,410	002328
7 RCTC San Jacinto Cooperative Agreement	\$0	\$0	002328
8 RCTC / County / San Jacinto Tri-Party Agreement	\$3,000,000	\$5,000,000	002328
Total	\$33,140,000	\$95,728,160	

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$33,140,000 \$95,728,160

Source of Funds:	STBG, SCCP, LPP-F, County, TUMF-CETAP/MANC	Budget Adjustment:	No
Project /GL Accounting No.:	002328 81301 00000 0000 / 261 31 81301 MCP3 Construction 002328 81301 00000 0000 / 261 31 81301 Tri-Party Agreement 002328 81101 00000 0000 / 261 31 81301 Tribal Monitoring		
Fiscal Procedures Approved:		Date:	11/13/2025

Attachments:

- 1) Exhibit Map - Ultimate MCP Project Overview
- 2) Bid Comparison Analysis
- 3) Bid Analysis Report
- 4) Draft Agreement No. 26-31-005-00 with Skanska
- 5) Draft Agreement No. 19-31-104-02 with Cahuilla Band of Indians
- 6) Draft Agreement No. 19-31-105-02 with Gabrielino Tongva Nation
- 7) Draft Agreement No. 19-31-106-02 with Morongo Band of Mission Indians
- 8) Draft Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians
- 9) Draft Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians
- 10) Draft Agreement No. 25-31-094-00 with City of San Jacinto
- 11) Draft Agreement No. 26-31-001-00 with RCTLMA and City of San Jacinto



MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend		> \$100k below ENGR EST	> \$200k above Average Bid Pice	> 50% of Engineering Estimate	< -.75% of Engineering Estimate	> Other Bids	< Other bids																				
		ENGINEERING ESTIMATE										LOW BIDDER Skanska			SECOND BIDDER Ames Construction, Inc.			THIRD BIDDER Griffith Company			FOURTH BIDDER Granite Construction Company			FIFTH BIDDER Security Paving Company, Inc			AVERAGE OF BID AMOUNTS
ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST
1	011903	GEOGRID	SQYD	\$ 10	175,000	\$ 1,750,000	175,000	\$ 1,750,000	1%	8.00	1,400,000	-20%	10.50	1,837,500	5%	6.75	1,181,250	-33%	11.20	1,960,000	12%	7.10	1,242,500	-29%		1,524,250	
2	031901	GEOGRID (WILDLIFE CROSSING)	SQYD	\$ 10	13,300	\$ 133,000	13,300	\$ 133,000	0%	8.00	106,400	-20%	10.50	139,650	5%	6.75	89,775	-33%	11.20	148,960	12%	7.10	94,430	-29%		115,843	
3	015019	ALTERNATIVE CRASH CUSHION TL-3	LS	\$ 42,000	1	\$ 42,000	1	\$ 42,000	0%	70,000.00	70,000	67%	6,000.00	6,000	-86%	192,400.00	192,400	358%	55,674.00	55,674	33%	47,160.00	47,160	12%		74,247	
4	015299	ALTERNATIVE IN-LINE TERMINAL - TL-3	EA	\$ 3,900	1	\$ 3,900	1	\$ 3,900	0%	15,000.00	15,000	285%	6,500.00	6,500	67%	5,785.00	5,785	48%	5,248.00	5,248	35%	5,480.00	5,480	41%		7,603	
5	018101	SURVEY MONUMENT (TYPE "B") (CRS 903)	EA	\$ 2,000	32	\$ 64,000	32	\$ 64,000	0%	3,000.00	96,000	50%	1,800.00	57,600	-10%	1,565.00	50,080	-22%	825.00	26,400	-59%	1,970.00	63,040	-2%		58,624	
6	070030	LEAD COMPLIANCE PLAN	LS	\$ 7,000	1	\$ 7,000	1	\$ 7,000	0%	50,000.00	50,000	614%	2,500.00	2,500	-64%	3,000.00	3,000	-57%	2,000.00	2,000	-71%	11,780.00	11,780	68%		13,856	
7	080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE	LS	\$ 60,000	1	\$ 60,000	1	\$ 60,000	0%	150,000.00	150,000	150%	35,000.00	35,000	-42%	55,000.00	55,000	-8%	1,000.00	1,000	-98%	16,370.00	16,370	-73%		51,474	
8	090100	TIME-RELATED OVERHEAD (WDAY)	WDAY	\$ 5,112	570	\$ 2,913,840	570	\$ 2,913,840	2%	10,400.00	5,928,000	103%	9,000.00	5,130,000	76%	12,300.00	7,011,000	141%	9,000.00	5,130,000	76%	11,000.00	6,270,000	115%		5,893,800	
9	100100	DEVELOP WATER SUPPLY	LS	\$ 500,000	1	\$ 500,000	1	\$ 500,000	0%	330,000.00	330,000	-34%	620,000.00	620,000	24%	180,000.00	180,000	-64%	515,000.00	515,000	3%	350,000.00	350,000	-30%		399,000	
10	120090	CONSTRUCTION AREA SIGNS	LS	\$ 69,500	1	\$ 69,500	1	\$ 69,500	0%	100,000.00	100,000	44%	85,000.00	85,000	22%	89,160.00	89,160	28%	26,000.00	26,000	-63%	176,300.00	176,300	154%		95,292	
11	120100	TRAFFIC CONTROL SYSTEM	LS	\$ 4,555,000	1	\$ 4,555,000	1	\$ 4,555,000	2%	1,000,000.00	1,000,000	-78%	1,000,000.00	1,000,000	-78%	1,484,930.61	1,484,931	-67%	2,695,000.00	2,695,000	-41%	2,717,000.00	2,717,000	-40%		1,779,386	
12	120110	FLASHING ARROW SIGNS	EA	\$ 8,000	2	\$ 16,000	2	\$ 16,000	0%	25,000.00	50,000	213%	7,500.00	15,000	-6%	13,920.00	27,840	74%	15,000.00	30,000	88%	4,910.00	9,820	-39%		26,532	
13	120116	TYPE II BARRICADE	EA	\$ 270	14	\$ 3,780	14	\$ 3,780	0%	450.00	6,300	67%	65.00	910	-76%	149.00	2,086	-45%	120.00	1,680	-56%	61.00	854	-77%		2,366	
14	120119	TRAFFIC CONE	EA	\$ 40	9	\$ 360	9	\$ 360	0%	50.00	450	25%	35.00	315	-13%	149.00	1,341	273%	55.00	495	38%	135.00	1,215	238%		763	
15	120120	TYPE III BARRICADE	EA	\$ 250	140	\$ 35,000	140	\$ 35,000	0%	200.00	28,000	-20%	150.00	21,000	-40%	149.00	20,860	-40%	150.00	21,000	-40%	210.00	29,400	-16%		24,052	
16	120165	CHANNELIZER (SURFACE MOUNTED)	EA	\$ 40	40	\$ 1,600	40	\$ 1,600	0%	75.00	3,000	88%	30.00	1,200	-25%	214.00	8,560	435%	50.00	2,000	25%	65.00	2,600	63%		3,472	
17	031201	REMOVE CHANNELIZER	EA	\$ 40	880	\$ 35,200	880	\$ 35,200	0%	7.00	6,160	-83%	15.00	13,200	-63%	19.50	17,160	-51%	5.00	4,400	-88%	33.00	29,040	-18%		13,992	
18	031202	REMOVE CHANNELIZER (WILDLIFE CROSSING)	EA	\$ 40	36	\$ 1,440	36	\$ 1,440	0%	11.00	396	-73%	15.00	540	-63%	27.50	990	-31%	5.00	180	-88%	33.00	1,188	-18%		659	
19	120320	TEMPORARY BARRIER SYSTEM	LF	\$ 30	129,000	\$ 3,870,000	129,000	\$ 3,870,000	2%	12.50	1,612,500	-58%	21.00	2,709,000	-30%	14.50	1,870,500	-52%	22.00	2,838,000	-27%	30.00	3,870,000	0%		2,580,000	
20	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	\$ 15,000	2	\$ 30,000	2	\$ 30,000	0%	12,500.00	25,000	-17%	10,000.00	20,000	-33%	55,140.00	110,280	268%	20,000.00	40,000	33%	44,460.00	88,920	196%		56,840	
21	129100	TEMPORARY CRASH CUSHION MODULE	EA	\$ 175	190	\$ 33,250	190	\$ 33,250	0%	365.00	69,350	109%	325.00	61,750	86%	316.00	60,040	81%	780.00	148,200	346%	4,100.00	779,000	2243%		223,668	
22	129108	TEMPORARY CRASH CUSHION TL-3	EA	\$ 4,800	49	\$ 235,200	49	\$ 235,200	0%	5,000.00	245,000	4%	4,300.00	210,700	-10%	316.00	15,484	-93%	10,500.00	514,500	119%	4,910.00	240,590	2%		245,255	
23	129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM	EA	\$ 15,000	2	\$ 30,000	2	\$ 30,000	0%	15,000.00	30,000	0%	25,200.00	50,400	68%	22,970.00	45,940	53%	36,000.00	72,000	140%	16,370.00	32,740	9%		46,216	
24	130100	JOB SITE MANAGEMENT	LS	\$ 113,000	1	\$ 113,000	1	\$ 113,000	0%	145,000.00	145,000	28%	494,000.00	494,000	337%	116,920.89	116,921	3%	173,000.00	173,000	53%	140,000.00	140,000	24%		213,784	
25	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	\$ 40,800	1	\$ 40,800	1	\$ 40,800	0%	14,000.00	14,000	-66%	7,500.00	7,500	-82%	3,200.00	3,200	-92%	1,800.00	1,800	-96%	4,910.00	4,910	-88%		6,282	
26	130310	RAIN EVENT ACTION PLAN	EA	\$ 500	23	\$ 11,500	23	\$ 11,500	0%	400.00	9,200	-20%	250.00	5,750	-50%	750.00	17,250	50%	400.00	9,200	-20%	818.00	18,814	64%		12,043	
27	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	\$ 500	24	\$ 12,000	24	\$ 12,000	0%	900.00	21,600	80%	500.00	12,000	0%	500.00	12,000	0%	400.00	9,600	-20%	873.00	20,952	75%		15,230	
28	130330	STORM WATER ANNUAL REPORT	EA	\$ 2,000	3	\$ 6,000	3	\$ 6,000	0%	1,200.00	3,600	-40%	1,250.00	3,750	-38%	750.00	2,250	-63%	500.00	1,500	-75%	4,910.00	14,730	146%		5,166	
29	130610	TEMPORARY CHECK DAM	LF	\$ 5	44,900	\$ 224,500	44,900	\$ 224,500	0%	2.50	112,250	-50%	12.50	561,250	150%	4.65	208,785	-7%	13.00	583,700	160%	7.60	341,240	52%		361,445	
30	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	\$ 350	15	\$ 5,250	15	\$ 5,250	0%	295.00	4,425	-16%	710.00	10,650	103%	410.00	6,150	17%	455.00	6,825	30%	435.00	6,525	24%		6,915	
31	130640	TEMPORARY FIBER ROLL	LF	\$ 5	131,000	\$ 655,000	131,000	\$ 655,000	0%	4.50	589,500	-10%	5.50	720,500	10%	3.55	465,050	-29%	6.75	884,250	35%	7.60	995,600	52%		730,980	
32	130680	TEMPORARY SILT FENCE	LF	\$ 8	49,000	\$ 392,000	49,000	\$ 392,000	0%	3.50	171,500	-56%	5.00	245,000	-38%	5.00	245,000	-38%	5.90	289,100	-26%	7.60	372,400	-5%		264,600	
33	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	\$ 6,000	10	\$ 60,000	10	\$ 60,000	0%	7,000.00	70,000	17%	10,000.00	100,000	67%	8,695.00	86,950	45%	13,000.00	130,000	117%	9,270.00	92,700	55%		95,930	
34	130730	STREET SWEEPING	LS	\$ 60,000	1	\$ 60,000	1	\$ 60,000	0%	500,000.00	500,000	733%	559,000.00	559,000	832%	100,000.00	100,000	67%	1,130,000.00	1,130,000	1783%	655,970.00	655,970	993%		588,994	
35	130900	TEMPORARY CONCRETE WASHOUT	LS	\$ 25,000	1	\$ 25,000	1	\$ 25,000	0%	65,000.00	65,000	160%	146,000.00	146,000	484%	245,000.00	245,000	880%	100,000.00	100,000	300%	191,000.00	191,000	664%		149,400	
36	141001	HEALTH AND SAFETY PLAN	LS	\$ 8,000	1	\$ 8,000	1	\$ 8,000	0%	2,500.00	2,500	-69%	600,000.00	600,000	7400%	3,000.00	3,000	-63%	600,000.00	600,000	7400%	10,370.00	10,370,				

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend			> \$100k below ENGR EST > \$200k above Average Bid Pice > 50% of Engineering Estimate < -.75% of Engineering Estimate		> Other Bids < Other bids		ENGINEERING ESTIMATE										LOW BIDDER			SECOND BIDDER			THIRD BIDDER			FOURTH BIDDER			FIFTH BIDDER			AVERAGE OF BID AMOUNTS
																	Skanska			Ames Construction, Inc.			Griffith Company			Granite Construction Company			Security Paving Company, Inc			
							ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	
39		146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	\$ 83,500	1	\$ 83,500	1	\$ 83,500	0%		300,000.00	300,000	259%	180,000.00	180,000	116%	275,000.00	275,000	229%	100,000.00	100,000	20%	398,000.00	398,000	377%	250,600				
40		146003		NATURAL RESOURCE PROTECTION PLAN	LS	\$ 5,000	1	\$ 5,000	1	\$ 5,000	0%		5,000.00	5,000	0%	6,000.00	6,000	20%	8,500.00	8,500	70%	5,000.00	5,000	0%	49,100.00	49,100	882%	14,720				
41		146007		INVASIVE SPECIES CONTROL	LS	\$ 15,000	1	\$ 15,000	1	\$ 15,000	0%		9,000.00	9,000	-40%	80,000.00	80,000	433%	40,000.00	40,000	167%	5,000.00	5,000	-67%	81,840.00	81,840	446%	43,168				
42		160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	\$ 10	8,610	\$ 86,100	8,610	\$ 86,100	0%		3.50	30,135	-65%	6.25	53,813	-38%	5.70	49,077	-43%	6.80	58,548	-32%	71.00	611,310	610%	160,577				
43		170103		CLEARING AND GRUBBING (LS)	LS	\$ 4,556,453	1	\$ 4,556,453	1	\$ 4,556,453	2%		500,000.00	500,000	-89%	300,000.00	300,000	-93%	515,000.00	515,000	-89%	1,498,728.00	1,498,728	-67%	503,250.00	503,250	-89%	663,396				
44		031701		CLEARING AND GRUBBING (LS) (WILDLIFE CROSSING)	LS	\$ 550,000	1	\$ 550,000	1	\$ 550,000	0%		25,000.00	25,000	-95%	50,000.00	50,000	-91%	25,000.00	25,000	-95%	100,000.00	100,000	-82%	28,150.00	28,150	-95%	45,630				
45		180106		DUST PALLIATIVE	LS		1	\$ -	1	\$ -	0%		50,000.00	50,000	#DIV/0!	55,000.00	55,000	#DIV/0!	47,000.00	47,000	#DIV/0!	35,000.00	35,000	#DIV/0!	507,600.00	507,600	#DIV/0!	138,920				
46		190101	F	ROADWAY EXCAVATION	CY	\$ 90	98,200	\$ 8,838,000	98,200	\$ 8,838,000	5%		17.00	1,669,400	-81%	20.00	1,964,000	-78%	14.50	1,423,900	-84%	34.00	3,338,800	-62%	46.50	4,566,300	-48%	2,592,480				
47		031902	F	ROADWAY EXCAVATION (WILDLIFE CROSSING)	CY	\$ 90	1,290	\$ 116,100	1,290	\$ 116,100	0%		30.00	38,700	-67%	60.00	77,400	-33%	14.50	18,705	-84%	34.00	43,860	-62%	72.50	93,525	-19%	54,438				
48		198010	F	IMPORTED BORROW (CY)	CY	\$ 75	257,000	\$ 19,146,500	257,000	\$ 19,146,500	10%		29.00	7,453,000	-61%	17.00	4,369,000	-77%	17.00	4,369,000	-77%	22.00	5,654,000	-70%	46.50	11,950,500	-38%	6,759,100				
49		031905	F	IMPORTED BORROW (CY) (WILDLIFE CROSSING)	CY	\$ 75	30,300	\$ 2,257,350	30,300	\$ 2,257,350	1%		29.00	878,700	-61%	21.00	636,300	-72%	17.00	515,100	-77%	22.00	666,600	-70%	47.00	1,424,100	-37%	824,160				
50		200111		DECORATIVE BOULDERS	EA	\$ 750	95.0	\$ 71,250	95.0	\$ 71,250	0%		3,500.00	332,500	367%	790.00	75,050	5%	750.00	71,250	0%	400.00	38,000	-47%	487.00	46,265	-35%	112,613				
51		032001		LOGS	EA	\$ 775	45	\$ 34,875	45	\$ 34,875	0%		165.00	7,425	-79%	185.00	8,325	-76%	450.00	20,250	-42%	460.00	20,700	-41%	556.00	25,020	-28%	16,344				
52		204099		PLANT ESTABLISHMENT WORK	LS	\$ 93,744	1	\$ 93,744	1	\$ 93,744	0%		20,000.00	20,000	-79%	20,000.00	20,000	-79%	30,000.00	30,000	-68%	31,020.00	31,020	-67%	39,210.00	39,210	-58%	28,046				
53		210252		BONDED FIBER MATRIX (SQFT)	SQFT	\$ 1	1,541,000	\$ 770,500	1,541,000	\$ 770,500	0%		0.15	231,150	-70%	0.15	231,150	-70%	0.30	462,300	-40%	0.23	354,430	-54%	0.28	431,480	-44%	342,102				
54		210610		COMPOST (CY)	CY	\$ 60	4,620	\$ 277,200	4,620	\$ 277,200	0%		70.00	323,400	17%	66.00	304,920	10%	67.00	309,540	12%	24.20	111,804	-60%	29.50	136,290	-51%	237,191				
55		210630		INCORPORATE MATERIALS	SQFT	\$ 0	1,541,000	\$ 462,300	1,541,000	\$ 462,300	0%		0.05	77,050	-83%	0.04	61,640	-87%	0.14	215,740	-53%	0.08	123,280	-73%	0.11	169,510	-63%	129,444				
56		260203		CLASS 2 AGGREGATE BASE (CY)	CY	\$ 108	56,500	\$ 6,102,000	56,500	\$ 6,102,000	3%		60.00	3,390,000	-44%	80.00	4,520,000	-26%	85.00	4,802,500	-21%	72.00	4,068,000	-33%	56.00	3,164,000	-48%	3,988,900				
57		032601		CLASS 2 AGGREGATE BASE (CY) (WILDLIFE CROSSING)	CY	\$ 108	4,100	\$ 442,800	4,100	\$ 442,800	0%		60.00	246,000	-44%	70.00	287,000	-35%	85.00	348,500	-21%	72.00	295,200	-33%	56.00	229,600	-48%	281,260				
58		390132		HOT MIX ASPHALT (TYPE A)	TON	\$ 190	52,800	\$ 10,032,000	52,800	\$ 10,032,000	5%		115.00	6,072,000	-39%	114.00	6,019,200	-40%	153.00	8,078,400	-19%	114.00	6,019,200	-40%	139.00	7,339,200	-27%	6,705,600				
59		033901		HOT MIX ASPHALT (TYPE A) (WILDLIFE CROSSING)	TON	\$ 190	3,470	\$ 659,300	3,470	\$ 659,300	0%		115.00	399,050	-39%	114.00	395,580	-40%	134.00	464,980	-29%	114.00	395,580	-40%	139.00	482,330	-27%	427,504				
60		390136		MINOR HOT MIX ASPHALT	TON	\$ 190	120	\$ 22,800	120	\$ 22,800	0%		460.00	55,200	142%	325.00	39,000	71%	172.00	20,640	-9%	134.00	16,080	-29%	470.00	56,400	147%	37,464				
61		390137		RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	\$ 200	31,100	\$ 6,220,000	31,100	\$ 6,220,000	3%		135.00	4,198,500	-33%	131.00	4,074,100	-35%	144.00	4,478,400	-28%	140.00	4,354,000	-30%	163.00	5,069,300	-19%	4,434,860				
62		033902		RUBBERIZED HOT MIX ASPHALT (GAP GRADED) (WILDLIFE CROSSING)	TON	\$ 200	1,740	\$ 348,000	1,740	\$ 348,000	0%		135.00	234,900	-33%	131.00	227,940	-35%	140.00	243,600	-30%	140.00	243,600	-30%	173.00	301,020	-14%	250,212				
63		394074		PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	\$ 50	150	\$ 7,500	150	\$ 7,500	0%		3.00	450	-94%	25.00	3,750	-50%	32.50	4,875	-35%	12.00	1,800	-76%	8.70	1,305	-83%	2,436				
64		033903		PLACE 6" HOT MIX ASPHALT DIKE PER COUNTY STANDARD 212	LF	\$ 28	1,010	\$ 28,280	1,010	\$ 28,280	0%		3.00	3,030	-89%	20.00	20,200	-29%	34.00	34,340	21%	12.00	12,120	-57%	8.70	8,787	-69%	15,695				
65		394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	\$ 130	10	\$ 1,300	10	\$ 1,300	0%		600.00	6,000	362%	650.00	6,500	400%	920.00	9,200	608%	100.00	1,000	-23%	802.00	8,020	517%	6,144				
66		397005		TACK COAT	TON	\$ 1,240	68	\$ 84,320	68	\$ 84,320	0%		700.00	47,600	-44%	1,300.00	88,400	5%	1,600.00	108,800	29%	1,000.00	68,000	-19%	1,310.00	89,080	6%	80,376				
67		033904		TACK COAT (WILDLIFE CROSSING)	TON	\$ 1,240	4	\$ 4,960	4	\$ 4,960	0%		700.00	2,800	-44%	1,300.00	5,200	5%	1,575.00	6,300	27%	1,000.00	4,000	-19%	1,310.00	5,240	6%	4,708				
68		398001		REMOVE ASPHALT CONCRETE PAVEMENT (SF)	SQFT	\$ 6	717,000	\$ 4,302,000	717,000	\$ 4,302,000	2%		1.00	717,000	-83%	0.90	645,300	-85%	1.50	1,075,500	-75%	1.50	1,075,500	-75%	2.40	1,720,800	-60%	1,046,820				
69		033905		REMOVE ASPHALT CONCRETE PAVEMENT (SF) (WILDLIFE CROSSING)	SQFT	\$ 6	97,800	\$ 586,800	97,800	\$ 586,800	0%		0.20	19,560	-97%	1.00	97,800	-83%	1.15	112,470	-81%	1.50	146,700	-75%	1.70	166,260	-72%	108,558				
70		398100		REMOVE ASPHALT CONCRETE DIKE	LF	\$ 10	1,840	\$ 18,400	1,840	\$ 18,400	0%		1.25	2,300	-88%	6.00	11,040	-40%	0.65	1,196	-94%	1.50	2,760	-85%	16.50	30,360	65%	9,531				
71		39																														

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT																											
Bid Opening Date: September 15, 2025 2:00 PM (PDT)																											
Legend			> \$100k below ENGR EST							> Other Bids							> \$200k above Average Bid Price										
			> 50% of Engineering Estimate							< Other bids							< -75% of Engineering Estimate										
			ENGINEERING ESTIMATE							LOW BIDDER Skanska			SECOND BIDDER Ames Construction, Inc.			THIRD BIDDER Griffith Company			FOURTH BIDDER Granite Construction Company			FIFTH BIDDER Security Paving Company, Inc					
ITEM NUM	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS	
79	035701		TIMBER RETAINING WALL (WILDLIFE CROSSING)	SQFT	\$ 150	1,590	\$ 238,500	1,590	\$ 238,500	0%	120.00	190,800	-20%	190.00	302,100	27%	191.00	303,690	27%	135.00	214,650	-10%	551.00	876,090	267%	377,466	
80	650211		18" REINFORCED CONCRETE PIPE (CLASS II)	LF	\$ 335	550	\$ 184,250	550	\$ 184,250	0%	120.00	66,000	-64%	210.00	115,500	-37%	205.00	112,750	-39%	355.00	195,250	6%	270.00	148,500	-19%	127,600	
81	650216		24" REINFORCED CONCRETE PIPE (CLASS II)	LF	\$ 235	1,040	\$ 244,400	1,040	\$ 244,400	0%	135.00	140,400	-43%	220.00	228,800	-6%	246.00	255,840	5%	500.00	520,000	113%	319.00	331,760	36%	295,360	
82	650220		30" REINFORCED CONCRETE PIPE (CLASS II)	LF	\$ 500	150	\$ 75,000	150	\$ 75,000	0%	200.00	30,000	-60%	266.00	39,900	-47%	297.00	44,550	-41%	460.00	69,000	-8%	518.00	77,700	4%	52,230	
83	650224		36" REINFORCED CONCRETE PIPE (CLASS II)	LF	\$ 500	93	\$ 46,500	93	\$ 46,500	0%	300.00	27,900	-40%	302.00	28,086	-40%	358.00	33,294	-28%	700.00	65,100	40%	523.00	48,639	5%	40,604	
84	036501		68" X 43" OVAL SHAPED REINFORCED CONCRETE PIPE	LF	\$ 650	140	\$ 91,000	140	\$ 91,000	0%	800.00	112,000	23%	720.00	100,800	11%	1,435.00	200,900	121%	1,270.00	177,800	95%	790.00	110,600	22%	140,420	
85	036502		28" X 20" OVAL SHAPED REINFORCED CONCRETE PIPE	LF	\$ 430	21	\$ 9,030	21	\$ 9,030	0%	700.00	14,700	63%	923.00	19,383	115%	266.00	5,586	-38%	1,900.00	39,900	342%	709.00	14,889	65%	18,892	
86	665023		24" CORRUGATED STEEL PIPE (.079" THICK)	LF	\$ 370	560	\$ 207,200	560	\$ 207,200	0%	130.00	72,800	-65%	154.00	86,240	-58%	297.00	166,320	-20%	325.00	182,000	-12%	416.00	232,960	12%	148,064	
87	667013		28" X 20" CORRUGATED STEEL PIPE ARCH (.079" THICK)	LF	\$ 250	100	\$ 25,000	100	\$ 25,000	0%	170.00	17,000	-32%	209.00	20,900	-16%	297.00	29,700	19%	350.00	35,000	40%	425.00	42,500	70%	29,020	
88	705204		18" CONCRETE FLARED END SECTION	EA	\$ 3,350	11	\$ 36,850	11	\$ 36,850	0%	3,500.00	38,500	4%	3,232.00	35,552	-4%	4,740.00	52,140	41%	3,700.00	40,700	10%	3,760.00	41,360	12%	41,650	
89	705206		24" CONCRETE FLARED END SECTION	EA	\$ 3,500	16	\$ 56,000	16	\$ 56,000	0%	2,800.00	44,800	-20%	3,566.00	57,056	2%	4,740.00	75,840	35%	4,425.00	70,800	26%	4,360.00	69,760	25%	63,651	
90	705208		30" CONCRETE FLARED END SECTION	EA	\$ 5,840	1	\$ 5,840	1	\$ 5,840	0%	3,500.00	3,500	-40%	5,606.00	5,606	-4%	4,740.00	4,740	-19%	7,500.00	7,500	28%	5,340.00	5,340	-9%	5,337	
91	705210		36" CONCRETE FLARED END SECTION	EA	\$ 5,800	2	\$ 11,600	2	\$ 11,600	0%	4,000.00	8,000	-31%	5,756.00	11,512	-1%	4,740.00	9,480	-18%	8,200.00	16,400	41%	6,920.00	13,840	19%	11,846	
92	705300		ALTERNATIVE FLARED END SECTION	EA	\$ 4,800	2	\$ 9,600	2	\$ 9,600	0%	8,500.00	17,000	77%	6,000.00	12,000	25%	3,585.00	7,170	-25%	5,300.00	10,600	10%	6,920.00	13,840	44%	12,122	
93	710120		REMOVE DRAINAGE FACILITY (EA)	EA	\$ 4,015	2	\$ 8,030	2	\$ 8,030	0%	650.00	1,300	-84%	3,000.00	6,000	-25%	1,170.00	2,340	-71%	10,100.00	20,200	152%	8,180.00	16,360	104%	9,240	
94	710132		REMOVE CULVERT	LF	\$ 60	960	\$ 57,600	960	\$ 57,600	0%	35.00	33,600	-42%	75.00	72,000	25%	155.00	148,800	158%	150.00	144,000	150%	111.00	106,560	85%	100,992	
95	710152		REMOVE HEADWALL	EA	\$ 3,900	3	\$ 11,700	3	\$ 11,700	0%	65,000.00	195,000	1567%	2,000.00	6,000	-49%	7,680.00	23,040	97%	9,300.00	27,900	138%	5,450.00	16,350	40%	53,658	
96	710167		REMOVE FLARED END SECTION (EA)	EA	\$ 815	2	\$ 1,630	2	\$ 1,630	0%	65,000.00	130,000	7875%	2,000.00	4,000	145%	1,535.00	3,070	88%	1,800.00	3,600	121%	818.00	1,636	0%	28,461	
97	710262		CAP INLET	EA	\$ 3,500	4	\$ 14,000	4	\$ 14,000	0%	4,000.00	16,000	14%	4,500.00	18,000	29%	9,320.00	37,280	166%	10,300.00	41,200	194%	5,450.00	21,800	56%	26,856	
98	720110	F	SMALL-ROCK SLOPE PROTECTION	CY	\$ 285	820	\$ 233,700	820	\$ 233,700	0%	170.00	139,400	-40%	160.00	131,200	-44%	242.00	198,440	-15%	132.00	108,240	-54%	146.00	119,720	-49%	139,400	
99	723095		ROCK SLOPE PROTECTION (20 lb, CLASS I, METHOD B) (CY)	CY	\$ 235	1,800	\$ 423,000	1,800	\$ 423,000	0%	115.00	207,000	-51%	205.00	369,000	-13%	126.00	226,800	-46%	116.00	208,800	-51%	128.00	230,400	-46%	248,400	
100	723080		ROCK SLOPE PROTECTION (60 lb, CLASS II, METHOD B) (CY)	CY	\$ 296	550	\$ 162,800	550	\$ 162,800	0%	245.00	134,750	-17%	375.00	206,250	27%	289.00	158,950	-2%	204.50	112,475	-31%	226.00	124,300	-24%	147,345	
101	723050		ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B) (CY)	CY	\$ 300	8,300	\$ 2,490,000	8,300	\$ 2,490,000	1%	95.00	788,500	-68%	125.00	1,037,500	-58%	123.00	1,020,900	-59%	114.00	946,200	-62%	127.00	1,054,100	-58%	969,440	
102	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	\$ 10	10,500	\$ 105,000	10,500	\$ 105,000	0%	3.00	31,500	-70%	5.00	52,500	-50%	5.35	56,175	-47%	4.00	42,000	-60%	4.40	46,200	-56%	45,675	
103	037201		CONCRETE MATTRESS	SQFT	\$ 18	8,560	\$ 154,080	8,560	\$ 154,080	0%	25.00	214,000	39%	55.00	470,800	206%	29.00	248,240	61%	28.80	246,528	60%	33.50	286,760	86%	293,266	
104	730045		MINOR CONCRETE (GUTTER) (CY)	CY	\$ 573	120	\$ 68,760	120	\$ 68,760	0%	700.00	84,000	22%	2,175.00	261,000	280%	1,520.00	182,400	165%	1,760.00	211,200	207%	944.00	113,280	65%	170,376	
105	730070		DETECTABLE WARNING SURFACE	SQFT	\$ 85	150	\$ 12,750	150	\$ 12,750	0%	60.00	9,000	-29%	61.00	9,150	-28%	78.00	11,700	-8%	52.00	7,800	-39%	56.50	8,475	-34%	9,225	
106	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	\$ 1,100	440	\$ 484,000	440	\$ 484,000	0%	1,100.00	484,000	0%	900.00	396,000	-18%	1,375.00	605,000	25%	1,800.00	792,000	64%	980.00	431,200	-11%	541,640	
107	731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	\$ 1,500	6	\$ 9,000	6	\$ 9,000	0%	1,500.00	9,000	0%	1,400.00	8,400	-7%	2,135.00	12,810	42%	1,620.00	9,720	8%	982.00	5,892	-35%	9,164	
108	731519		MINOR CONCRETE (STAMPED CONCRETE)	SQFT	\$ 22	283,000	\$ 6,226,000	283,000	\$ 6,226,000	3%	14.00	3,962,000	-36%	11.30	3,197,900	-49%	7.10	2,009,300	-68%	18.00	5,094,000	-18%	12.25	3,466,750	-44%	3,545,990	
109	035108		MINOR CONCRETE (STAMPED CONCRETE)(CONCRETE BANDING)	CY	\$ 4,500	15	\$ 67,500	15	\$ 67,500	0%	600.00	9,000	-87%	4,750.00	71,250	6%	8,470.00	127,050	88%	1,650.00	24,750	-63%	1,420.00	21,300	-68%	50,670	
110	731550		MINOR CONCRETE (COLORED CONCRETE)	SQFT	\$ 20	2,990	\$ 59,800	2,990	\$ 59,800	0%	10																

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT																											
Bid Opening Date: September 15, 2025 2:00 PM (PDT)																											
Legend			> \$100k below ENGR EST > \$200k above Average Bid Pice > 50% of Engineering Estimate < -75% of Engineering Estimate		> Other Bids < Other bids		ENGINEERING ESTIMATE					LOW BIDDER			SECOND BIDDER			THIRD BIDDER			FOURTH BIDDER			FIFTH BIDDER			AVERAGE OF BID AMOUNTS
												Skanska			Ames Construction, Inc.			Griffith Company			Granite Construction Company			Security Paving Company, Inc			
ITEM NUM	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST		
126	038004		WILDLIFE GATE (WILDLIFE CROSSING)	EA	\$ 1,000	4	\$ 4,000	4	\$ 4,000	0%	6,000.00	24,000	500%	6,400.00	25,600	540%	6,500.00	26,000	550%	5,277.00	21,108	428%	7,050.00	28,200	605%	24,982	
127	038005		DRIFT FENCE	LF	\$ 43	13	\$ 553	13	\$ 553	0%	700.00	9,100	1547%	320.00	4,160	653%	325.00	4,225	665%	629.00	8,177	1380%	352.00	4,576	728%	6,048	
128	038006		DRIFT FENCE (WILDLIFE CROSSING)	LF	\$ 43	38	\$ 1,615	38	\$ 1,615	0%	700.00	26,600	1547%	320.00	12,160	653%	325.00	12,350	665%	629.00	23,902	1380%	352.00	13,376	728%	17,678	
129	038007		FENCE (3-STRAND, METAL POST) (WILDLIFE CROSSING)	LF	\$ 25	520	\$ 13,000	520	\$ 13,000	0%	30.00	15,600	20%	17.00	8,840	-32%	17.25	8,970	-31%	27.50	14,300	10%	18.50	9,620	-26%	11,466	
130	802580		12' CHAIN LINK GATE (TYPE CL-6)	EA	\$ 3,000	8	\$ 24,000	8	\$ 24,000	0%	6,000.00	48,000	100%	2,800.00	22,400	-7%	2,840.00	22,720	-5%	5,277.00	42,216	76%	3,080.00	24,640	3%	31,995	
131	803020		REMOVE FENCE	LF	\$ 22	22,000	\$ 484,000	22,000	\$ 484,000	0%	2.50	55,000	-89%	4.50	99,000	-80%	1.30	28,600	-94%	2.40	52,800	-89%	4.80	105,600	-78%	68,200	
132	038008		REMOVE FENCE (WILDLIFE CROSSING)	LF	\$ 22	3,690	\$ 81,180	3,690	\$ 81,180	0%	2.50	9,225	-89%	4.00	14,760	-82%	1.30	4,797	-94%	2.40	8,856	-89%	4.40	16,236	-80%	10,775	
133	810120		REMOVE PAVEMENT MARKER	EA	\$ 1	8,080	\$ 8,080	8,080	\$ 8,080	0%	1.50	12,120	50%	1.00	8,080	0%	5.30	42,824	430%	1.00	8,080	0%	1.60	12,928	60%	16,806	
134	810190		GUARD RAILING DELINEATOR	EA	\$ 60	5	\$ 300	5	\$ 300	0%	20.00	100	-67%	65.00	325	8%	66.00	330	10%	57.00	285	-5%	437.00	2,185	628%	645	
135	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	\$ 6	3,770	\$ 20,735	3,770	\$ 20,735	0%	3.00	11,310	-45%	4.00	15,080	-27%	4.25	16,023	-23%	4.00	15,080	-27%	6.50	24,505	18%	16,400	
136	820220		REMOVE MARKER	EA	\$ 75	9	\$ 675	9	\$ 675	0%	2.00	18	-97%	20.00	180	-73%	90.00	810	20%	5.00	45	-93%	218.00	1,962	191%	603	
137	820270		REMOVE ROADSIDE SIGN (WOOD POST)	EA	\$ 200	4	\$ 800	4	\$ 800	0%	300.00	1,200	50%	360.00	1,440	80%	350.00	1,400	75%	350.00	1,400	75%	491.00	1,964	146%	1,481	
138	820280		REMOVE ROADSIDE SIGN (METAL POST)	EA	\$ 200	130	\$ 26,000	130	\$ 26,000	0%	100.00	13,000	-50%	77.00	10,010	-62%	75.00	9,750	-63%	75.00	9,750	-63%	491.00	63,830	146%	21,268	
139	820480		RESET OBJECT MARKER	EA	\$ 200	5	\$ 1,000	5	\$ 1,000	0%	50.00	250	-75%	250.00	1,250	25%	250.00	1,250	25%	25.00	125	-88%	546.00	2,730	173%	1,121	
140	820620		RELOCATE ROADSIDE SIGN (METAL POST)	EA	\$ 200	7	\$ 1,400	7	\$ 1,400	0%	200.00	1,400	0%	255.00	1,785	28%	250.00	1,750	25%	250.00	1,750	25%	655.00	4,585	228%	2,254	
141	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	\$ 20	1,180	\$ 23,600	1,180	\$ 23,600	0%	25.00	29,500	25%	22.50	26,550	13%	22.00	25,960	10%	22.00	25,960	10%	6.60	7,788	-67%	23,152	
142	820810		METAL (ROADSIDE SIGN)	LB	\$ 10	4,120	\$ 41,200	4,120	\$ 41,200	0%	14.00	57,680	40%	12.50	51,500	25%	12.00	49,440	20%	12.00	49,440	20%	6.60	27,192	-34%	47,050	
143	832006		MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	\$ 56	3,060	\$ 171,360	3,060	\$ 171,360	0%	50.00	153,000	-11%	43.00	131,580	-23%	43.50	133,110	-22%	46.70	142,902	-17%	47.50	145,350	-15%	141,188	
144	038301		MIDWEST GUARDRAIL SYSTEM (STEEL POST) (WILDLIFE CROSSING)	LF	\$ 56	440	\$ 24,640	440	\$ 24,640	0%	50.00	22,000	-11%	43.00	18,920	-23%	43.50	19,140	-22%	46.70	20,548	-17%	47.50	20,900	-15%	20,302	
145	832070		VEGETATION CONTROL (MINOR CONCRETE)	SQYD	\$ 112	400	\$ 44,800	400	\$ 44,800	0%	90.00	36,000	-20%	115.00	46,000	3%	152.00	60,800	36%	210.00	84,000	88%	74.50	29,800	-33%	51,320	
146	839219		DOUBLE MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	\$ 100	100	\$ 10,000	100	\$ 10,000	0%	135.00	13,500	35%	69.00	6,900	-31%	70.00	7,000	-30%	120.00	12,000	20%	76.50	7,650	-24%	9,410	
147	038302		TRANSITION RAILING (TYPE AGT)	EA	\$ 7,500	4	\$ 30,000	4	\$ 30,000	0%	6,000.00	24,000	-20%	5,300.00	21,200	-29%	5,380.00	21,520	-28%	5,056.00	20,224	-33%	5,870.00	23,480	-22%	22,085	
148	038303		TRANSITION RAILING (TYPE AGT) (WILDLIFE CROSSING)	EA	\$ 7,500	4	\$ 30,000	4	\$ 30,000	0%	6,000.00	24,000	-20%	5,300.00	21,200	-29%	5,380.00	21,520	-28%	5,056.00	20,224	-33%	5,870.00	23,480	-22%	22,085	
149	839561		RAIL TENSIONING ASSEMBLY	EA	\$ 1,500	1	\$ 1,500	1	\$ 1,500	0%	1,500.00	1,500	0%	1,350.00	1,350	-10%	1,370.00	1,370	-9%	1,534.00	1,534	2%	1,500.00	1,500	0%	1,451	
150	038304		END CAP (TYPE TC-M)	EA	\$ 250	4	\$ 1,000	4	\$ 1,000	0%	600.00	2,400	140%	450.00	1,800	80%	457.00	1,828	83%	554.00	2,216	122%	5,870.00	23,480	2248%	6,345	
151	038305		END CAP (TYPE TC-M) (WILDLIFE CROSSING)	EA	\$ 250	4	\$ 1,000	4	\$ 1,000	0%	600.00	2,400	140%	450.00	1,800	80%	457.00	1,828	83%	554.00	2,216	122%	5,870.00	23,480	2248%	6,345	
152	839580		END ANCHOR ASSEMBLY (TYPE SFT-M)	EA	\$ 2,250	3	\$ 6,750	3	\$ 6,750	0%	3,500.00	10,500	56%	2,200.00	6,600	-2%	2,235.00	6,705	-1%	3,128.00	9,384	39%	2,440.00	7,320	8%	8,102	
153	038306		END ANCHOR ASSEMBLY (TYPE SFT-M) (WILDLIFE CROSSING)	EA	\$ 2,250	2	\$ 4,500	2	\$ 4,500	0%	3,500.00	7,000	56%	2,200.00	4,400	-2%	2,235.00	4,470	-1%	3,128.00	6,256	39%	2,440.00	4,880	8%	5,401	
154	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	\$ 6,250	1	\$ 6,250	1	\$ 6,250	0%	6,000.00	6,000	-4%	5,700.00	5,700	-9%	5,785.00	5,785	-7%	5,248.00	5,248	-16%	6,320.00	6,320	1%	5,811	
155	038307		ALTERNATIVE IN-LINE TERMINAL SYSTEM (WILDLIFE CROSSING)	EA	\$ 6,250	2	\$ 12,500	2	\$ 12,500	0%	6,000.00	12,000	-4%	5,700.00	11,400	-9%	5,785.00	11,570	-7%	5,248.00	10,496	-16%	6,320.00	12,640	1%	11,621	
156	839752		REMOVE GUARDRAIL	LF	\$ 34	360	\$ 12,240	360	\$ 12,240	0%	30.00	10,800	-12%	12.00	4,320	-65%	12.00	4,320	-65%	26.30	9,468	-23%	13.50	4,860	-60%	6,754	
157	840516		THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	\$ 7	2,530	\$ 17,710	2,530	\$ 17,710	0%	10.00	25,300	43%	6.60	16,698	-6%	6.90	17,457	-1%	5.75	14,548	-18%	17.50	44,275	150%	23,656	
158	840615		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-12)	LF	\$ 1	87,500	\$ 87,500	87,500	\$ 87,500	0%	2.00	175,000	100%	0.85	74,375	-15%	0.85	74,375	-15%	1.00	87,50						

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend			> \$100k below ENGR EST		> \$200k above Average Bid Pice		> 50% of Engineering Estimate		< -75% of Engineering Estimate		> Other Bids		< Other bids															
			ENGINEERING ESTIMATE										LOW BIDDER Skanska			SECOND BIDDER Ames Construction, Inc.			THIRD BIDDER Griffith Company			FOURTH BIDDER Granite Construction Company			FIFTH BIDDER Security Paving Company, Inc.			AVERAGE OF BID AMOUNTS
			ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	
173		038702		TEMPORARY SIGNAL SYSTEMS (RAMONA EXPY AT DAVIS RD/HANSEN AVE)	LS	\$ 751,890	1	\$ 751,890	1	\$ 751,890	0%	435,000.00	435,000	-42%	428,000.00	428,000	-43%	490,000.00	490,000	-35%	428,000.00	428,000	-43%	490,800.00	490,800	-35%	454,360	
174		038703		TEMPORARY SIGNAL SYSTEMS (RAMONA EXPY AT BRIDGE ST)	LS	\$ 856,348	1	\$ 856,348	1	\$ 856,348	0%	315,000.00	315,000	-63%	312,000.00	312,000	-64%	412,000.00	412,000	-52%	312,000.00	312,000	-64%	357,800.00	357,800	-58%	341,760	
175		038704		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT LAKEVIEW AVE)	LS	\$ 392,341	1	\$ 392,341	1	\$ 392,341	0%	225,000.00	225,000	-43%	219,000.00	219,000	-44%	219,000.00	219,000	-44%	219,000.00	219,000	-44%	251,100.00	251,100	-36%	226,620	
176		038705		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT DAVIS RD/HANSEN AVE)	LS	\$ 421,228	1	\$ 421,228	1	\$ 421,228	0%	335,000.00	335,000	-20%	331,000.00	331,000	-21%	321,000.00	321,000	-24%	331,000.00	331,000	-21%	379,600.00	379,600	-10%	339,520	
177		038706		MODIFYING SIGNAL AND LIGHTING SYSTEMS (RAMONA EXPY AT BRIDGE ST)	LS	\$ 351,353	1	\$ 351,353	1	\$ 351,353	0%	250,000.00	250,000	-29%	251,000.00	251,000	-29%	254,000.00	254,000	-28%	251,000.00	251,000	-29%	287,800.00	287,800	-18%	258,760	
178		038707		SIGNAL AND LIGHTING SYSTEM (RAMONA EXPY AT 5TH ST)	LS	\$ 549,221	1	\$ 549,221	1	\$ 549,221	0%	500,000.00	500,000	-9%	491,121.00	491,121	-11%	504,000.00	504,000	-8%	491,121.00	491,121	-11%	563,200.00	563,200	3%	509,888	
179		999990		MOBILIZATION (10%)	LS	\$ 12,782,800	1	\$ 12,782,800	1	\$ 12,782,800	7%	10,738,228.07	10,738,228	-16%	10,900,000.00	10,900,000	-15%	11,000,000.00	11,000,000	-14%	14,000,000.00	14,000,000	10%	13,000,000.00	13,000,000	2%	11,927,646	
180		192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	\$ 330	1,334	\$ 440,220	1,334	\$ 440,220	0%	35.00	46,690	-89%	52.00	69,368	-84%	27.00	36,018	-92%	55.00	73,370	-83%	157.00	209,438	-52%	86,977	
181		031903	F	STRUCTURE EXCAVATION (BRIDGE) (WILDLIFE CROSSING)	CY	\$ 330	363	\$ 119,790	363	\$ 119,790	0%	50.00	18,150	-85%	145.00	52,635	-56%	60.00	21,780	-82%	80.00	29,040	-76%	189.00	68,607	-43%	38,042	
182		193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	\$ 265	969	\$ 256,785	969	\$ 256,785	0%	110.00	106,590	-58%	325.00	314,925	23%	78.00	75,582	-71%	145.00	140,505	-45%	286.00	277,134	8%	182,947	
183		031904	F	STRUCTURE BACKFILL (BRIDGE) (WILDLIFE CROSSING)	CY	\$ 265	363	\$ 96,195	363	\$ 96,195	0%	55.00	19,965	-79%	225.00	81,675	-15%	110.00	39,930	-58%	210.00	76,230	-21%	227.00	82,401	-14%	60,040	
184		034901		132" PERMANENT STEEL CASING	LF	\$ 5,200	266	\$ 1,383,200	266	\$ 1,383,200	1%	850.00	226,100	-84%	750.00	199,500	-86%	840.00	223,440	-84%	1,750.00	465,500	-66%	1,050.00	279,300	-80%	278,768	
185		034902		144" PERMANENT STEEL CASING	LF	\$ 6,800	114	\$ 775,200	114	\$ 775,200	0%	1,000.00	114,000	-85%	825.00	94,050	-88%	938.00	106,932	-86%	2,000.00	228,000	-71%	1,220.00	139,080	-82%	136,412	
186		490603		24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	\$ 550	3,356	\$ 1,845,800	3,356	\$ 1,845,800	1%	250.00	839,000	-55%	125.00	419,500	-77%	124.00	416,144	-77%	355.00	1,191,380	-35%	205.00	687,980	-63%	710,801	
187		490622		120" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	\$ 5,300	1,304	\$ 6,911,200	1,304	\$ 6,911,200	4%	3,200.00	4,172,800	-40%	2,800.00	3,651,200	-47%	3,070.00	4,003,280	-42%	3,000.00	3,912,000	-43%	3,180.00	4,146,720	-40%	3,977,200	
188		496062		132" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	\$ 6,200	550	\$ 3,410,000	550	\$ 3,410,000	2%	3,100.00	1,705,000	-50%	3,250.00	1,787,500	-48%	3,140.00	1,727,000	-49%	3,300.00	1,815,000	-47%	3,440.00	1,892,000	-45%	1,785,300	
189		500001		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	\$ 4,150,000	1	\$ 4,150,000	1	\$ 4,150,000	2%	1,700,000.00	1,700,000	-59%	1,405,000.00	1,405,000	-66%	1,415,900.00	1,415,900	-66%	1,400,000.00	1,400,000	-66%	1,533,100.00	1,533,100	-63%	1,490,800	
190		510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	\$ 1,200	240	\$ 288,000	240	\$ 288,000	0%	500.00	120,000	-58%	750.00	180,000	-38%	499.00	119,760	-58%	975.00	234,000	-19%	890.00	213,600	-26%	173,472	
191		035101	F	STRUCTURAL CONCRETE, BRIDGE FOOTING (WILDLIFE CROSSING)	CY	\$ 1,200	85	\$ 102,000	85	\$ 102,000	0%	765.00	65,025	-36%	1,250.00	106,250	4%	786.00	66,810	-35%	1,200.00	102,000	0%	1,390.00	118,150	16%	91,647	
192		510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	\$ 2,335	8,905	\$ 20,793,175	8,905	\$ 20,793,175	11%	1,298.00	11,558,690	-44%	1,400.00	12,467,000	-40%	1,845.00	16,429,725	-21%	1,650.00	14,693,250	-29%	1,450.00	12,912,250	-38%	13,612,183	
193		510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	\$ 1,450	4,007	\$ 5,810,150	4,007	\$ 5,810,150	3%	850.00	3,405,950	-41%	1,000.00	4,007,000	-31%	344.00	1,378,408	-76%	1,310.00	5,249,170	-10%	997.00	3,994,979	-31%	3,607,101	
194		035102	F	STRUCTURAL CONCRETE, BRIDGE (WILDLIFE CROSSING)	CY	\$ 2,150	167	\$ 359,050	167	\$ 359,050	0%	1,500.00	250,500	-30%	2,100.00	350,700	-2%	2,730.00	455,910	27%	2,100.00	350,700	-2%	2,450.00	409,150	14%	363,392	
195		035103	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) (WILDLIFE CROSSING)	CY	\$ 1,700	108	\$ 183,600	108	\$ 183,600	0%	1,800.00	194,400	6%	2,400.00	259,200	41%	578.00	62,424	-66%	2,800.00	302,400	65%	1,760.00	190,080	4%	201,701	
196		510086	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	\$ 1,560	178	\$ 277,680	178	\$ 277,680	0%	900.00	160,200	-42%	1,150.00	204,700	-26%	1,080.00	192,240	-31%	1,400.00	249,200	-10%	1,630.00	290,140	4%	219,296	
197		035104	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N) (WILDLIFE CROSSING)	CY	\$ 1,560	221	\$ 344,760	221	\$ 344,760	0%	900.00	198,900	-42%	1,000.00	221,000	-36%	990.00	218,790	-37%	1,300.00	287,300	-17%	1,530.00	338,130	-2%	252,824	
198		035105		CONCRETE SURFACE TEXTURE (FLUTED FIN)	SQFT	\$ 40	8,528	\$ 341,120	8,528	\$ 341,120	0%	0.60	5,117	-99%	6.50	55,432	-84%	5.55	47,330	-86%	7.00	59,696	-83%	11.00	93,808	-73%	52,277	
199		035106		CONCRETE SURFACE TEXTURE (FLUTED FIN) (WILDLIFE CROSSING)	SQFT	\$ 40	403	\$ 16,120	403	\$ 16,120	0%	2.46	991	-94%	13.50	5,441	-66%	70.50	28,412	76%	22.00	8,866	-45%	11.00	4,433	-73%	9,628	
200		518008		HINGE TRANSVERSE SHEAR KEY	LB	\$ 9	47,423	\$ 426,807	47,423	\$ 426,807	0%	12.00	569,076	33%	6.00	284,538	-33%	7.75	367,528	-14%	14.00	663,922	56%	4.90	232,373	-46%	423,487	
201		518051		PTFE SPHERICAL BEARING	EA	\$ 28,700	25	\$ 717,500	25	\$ 717,500	0%	20,000.00	500,000</															

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Bid Opening Date: September 15, 2025 2:00 PM (PDT)

Legend				> \$100k below ENGR EST				> Other Bids				> \$200k above Average Bid Pice				< Other bids											
				> 50% of Engineering Estimate																							
				< -75% of Engineering Estimate																							
ENGINEERING ESTIMATE												LOW BIDDER Skanska			SECOND BIDDER Ames Construction, Inc.			THIRD BIDDER Griffith Company			FOURTH BIDDER Granite Construction Company			FIFTH BIDDER Security Paving Company, Inc			AVERAGE OF BID AMOUNTS
ITEM NUM	ITEM CODE	ITEM DESCRIPTION		UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST		
220		038308	F	CONCRETE BARRIER (TYPE 836 MODIFIED) (WILDLIFE CROSSING)	LF	\$ 325	220	\$ 71,500	220	\$ 71,500	0%	200.00	44,000	-38%	350.00	77,000	8%	315.00	69,300	-3%	465.00	102,300	43%	177.00	38,940	-46%	66,308
221		000003C		36" RELOCATION	LS	\$ 985,700	1	\$ 985,700	1	\$ 985,700	1%	500,000.00	500,000	-49%	950,000.00	950,000	-4%	1,720,000.00	1,720,000	74%	1,275,000.00	1,275,000	29%	1,308,300.00	1,308,300	33%	1,150,660
222		000003A		12" ABANDONMENT & RELOCATION	LS	\$ 61,000	1	\$ 61,000	1	\$ 61,000	0%	100,000.00	100,000	64%	50,000.00	50,000	-18%	385,000.00	385,000	531%	150,000.00	150,000	146%	141,700.00	141,700	132%	165,340
223		000003B		18" RAW WATER RELOCATION	LS	\$ 339,250	1	\$ 339,250	1	\$ 339,250	0%	215,000.00	215,000	-37%	150,000.00	150,000	-56%	550,000.00	550,000	62%	500,000.00	500,000	47%	294,400.00	294,400	-13%	341,880
						Total	\$ 191,860,650		\$ 191,860,650	100%		107,382,285	-44.03%		109,009,766	-43.18%		113,581,793	-40.80%		127,590,000	-33.50%		135,567,974	-29.34%		

Bid Analysis Report

MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Five (5) sealed bids for the project were received and opened on September 15, 2025.

Our analysis follows Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation". Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractor licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site for validity.

Competition Assessment:

Results of the five (5) bids received indicate that the difference between the first, second and third bidders is 1.5% and 5.8% respectively. The low percentage difference between the bids indicates high competition and best price obtained for the Mid-County Parkway/Ramona Expressway Construction Contract 3 Project.

Bidder	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
		Amount	%	Amount	%
Engineering Estimate	191,860,650				
Skanska USA Civil West California District Inc.	107,382,285	(84,478,365)	44.0%		
Ames Construction, Inc.	109,009,766	(82,850,884)	43.2%	1,627,481	1.5%
Griffith Company	113,581,793	(78,278,857)	40.8%	6,199,508	5.8%
Granite Construction Company	127,590,000	(64,270,650)	33.5%	20,207,715	18.8%
Security Paving Company, Inc	135,567,974	(56,292,676)	29.3%	28,185,689	26.2%

Commented [DD1]: Revise base on BI 131 Qty - Joie o confirm

Bidder Responsiveness:

Skanska acknowledged addenda 1, 2, 3, 4 & 5 and signed the bid letter. This bidder also provided all other forms required to be submitted as part of the bid package, including signatures by a notary public.

Bid Item Tabulation and Unbalanced Bid Check

- All bidders used the estimated engineering quantities therefore there is no discrepancy in bid quantities. All cost variances are a direct result from the unit prices proposed by the bidders.
- All comparisons (Engineering Estimate, Bid Total, Average, 71/91 Rates) are based on same applicable quantities which makes % of Bid item total equal to % of Bid Item Unit Price.
- Skanska's bid items were analyzed and considered as potentially materially unbalanced if the bid items

varied outside of a range of either less than -75% or greater than 50% of the bid items from the Engineer's Estimate. Skanska's bid had seventy-seven (77) items that fell outside of this range. However, all bidders' proposals are significantly below engineering estimate and therefore this review item was not considered as materially unbalanced.

- The lowest bidder is 44.0% less than engineering estimate and 1.5% less than second bid.
- The highest bid is 26.2% higher than the lower bid and 29.3% lower than engineering estimate.
- Skanska's bid had three (3) bid items with a variance greater than (>\$7,000,000) the Engineer's Estimate. These items compared with the average bid price from all bidders. The total effect of these items is less than 58% of engineering estimate and 10% less than the average.

ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE (\$)	%OF ENGR EST	Average	Skanska			Ames Construction, Inc.			Griffith Company			Granite Construction			Security Paving		
							AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	6,739,100	7,453,000	-41%	10%	4,369,000	-77%	-77%	4,369,000	-77%	-77%	4,369,000	-77%	-77%	11,950,500	-38%	-38%
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	13,612,183	11,558,690	-44%	-15%	12,467,000	-40%	-40%	16,429,725	-21%	-21%	14,693,250	-29%	-29%	12,912,250	-38%	-38%
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	2,592,480	1,669,400	-81%	-36%	1,964,000	-78%	-78%	1,423,900	-84%	-84%	3,338,800	-62%	-62%	4,566,300	-48%	-48%
				48,777,675		22,963,763	20,681,090	-58%	-10%	19,800,000			22,222,625			23,686,050			29,429,050		

- Skanska's bid had a total of twenty-three (23) bid items with a variance greater than (>\$1,000,000) the Engineer's Estimate. These items represent 75% of the bid total price. The total effect of these items is less than 47% of engineering estimate and 8% less than the average. Time Related Overhead is 1% higher than average rate from all bidders.

ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE (\$)	%OF ENGR EST	ABSOLUTE VARIANCE	Average	Skanska			Ames	Griffith	Granite	Security
								AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)
8	TIME-RELATED OVERHEAD (WDAY)	WDAY	570	2,913,840	2%	3,014,180	5,893,800	5,828,000	103%	1%	5,130,000	7,011,000	5,130,000	6,270,000
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	11,693,500	6,759,100	7,453,000	-61%	10%	4,369,000	4,369,000	5,654,000	11,950,500
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	9,234,485	13,612,183	11,558,690	-44%	-15%	12,467,000	16,429,725	14,693,250	12,912,250
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	7,168,600	2,592,480	1,669,400	-81%	-36%	1,964,000	1,423,900	3,338,800	4,566,300
206	BAR REINFORCING STEEL (BRIDGE)	LB	5,475,825	10,951,650	6%	4,654,451	6,680,507	6,297,199	-43%	-4%	6,570,990	6,844,761	6,570,990	7,116,573
43	CLEARING AND GRUBBING (LS)	LS	1	4,556,453	2%	4,056,453	693,396	500,000	-89%	-25%	300,000	515,000	1,498,728	503,250
58	HOT MIX ASPHALT (TYPE A)	TON	52,800	10,032,000	5%	3,960,000	6,705,600	6,072,000	-90%	-4%	6,019,200	8,078,400	6,019,200	7,339,200
68	REMOVE ASPHALT CONCRETE PAVEMENT (SF)	SQFT	717,000	4,302,000	2%	3,585,000	1,046,820	717,000	-83%	-32%	645,300	1,075,500	1,075,500	1,720,800
11	TRAFFIC CONTROL SYSTEM	LS	1	4,555,000	2%	3,555,000	1,779,386	1,000,000	-78%	-44%	1,000,000	1,484,931	2,695,000	2,717,000
187	12" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,304	6,911,200	4%	2,738,400	3,977,200	4,172,800	-40%	5%	3,651,200	4,003,280	3,912,000	4,146,720
56	CLASS 2 AGGREGATE BASE (CY)	CY	58,500	6,102,000	3%	2,712,000	3,988,000	3,390,000	-44%	-15%	4,520,000	4,802,500	4,088,000	3,164,000
189	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	4,150,000	2%	2,450,000	1,490,800	1,700,000	-59%	14%	1,405,000	1,415,900	1,400,000	1,533,100
193	STRUCTURAL CONCRETE, BRIDGE (POLYMER)	CY	4,007	5,810,150	3%	2,404,200	3,607,101	3,405,950	-41%	-6%	4,007,000	1,378,408	5,249,170	3,994,979
108	MINOR CONCRETE (STAMPED CONCRETE)	SQFT	283,000	6,226,000	3%	2,264,000	3,545,990	3,962,000	-36%	12%	3,197,500	2,009,300	5,094,000	3,466,750
19	TEMPORARY BARRIER SYSTEM	LF	129,000	3,870,000	2%	2,257,500	2,580,000	1,612,500	-58%	-38%	2,709,000	1,870,500	2,838,000	3,870,000
179	MOBILIZATION (10%)	LS	1	12,782,900	7%	2,044,572	11,927,646	10,736,228	-16%	-10%	10,940,000	11,000,000	14,000,000	13,000,000
61	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	31,100	6,220,000	3%	2,021,500	4,434,850	4,198,500	-33%	-5%	4,074,100	4,478,400	4,354,000	5,065,300
188	13" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	550	3,410,000	2%	1,705,000	1,785,300	1,705,000	-50%	-4%	1,787,500	1,727,000	1,815,000	1,892,000
101	ROCK SLOPE PROTECTION (1/4 T. CLASS V. M)	CY	8,300	2,490,000	1%	1,701,500	969,440	788,500	-68%	-19%	1,037,500	1,020,900	946,200	1,054,100
76	MINOR CONCRETE (MINOR STRUCTURE)	CY	1,350	3,105,000	2%	1,485,000	1,399,950	1,620,000	-48%	16%	1,282,500	1,410,750	1,255,500	1,431,000
49	IMPORTED BORROW (CY) (WILDOLF CROSSING)	CY	30,300	2,257,350	1%	1,378,650	824,160	876,700	-61%	7%	636,300	515,100	660,600	1,424,100
184	13" PERMANENT STEEL CASING	LF	266	1,383,200	1%	1,157,100	278,768	226,100	-84%	-19%	199,500	223,440	465,500	279,300
186	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,356	1,845,800	1%	1,006,800	710,801	839,000	-55%	18%	419,500	416,144	1,191,380	687,980
				152,652,118		87,254,187	80,432,567	-47%	-8%	78,292,460	83,503,859	93,930,818	100,111,202	
Total Bid								107,382,285			109,009,796	113,581,793	127,580,000	135,567,974
Percent of the Bid								75%			72%	74%	74%	74%

- The twenty-three (23) were further compared to the average and with 71/91 project rates which were completed by Skanska. Bid Item 48 Imported Borrow is 10% higher than average rate. Both Ames Construction, Inc. and Griffith Company submitted exact price of \$4,369,000 versus \$7,453,000 which indicate cheaper/or closer backfill material available, this item could return future value engineering item and may save the project portion of the variance. Another four (4) Bid Items (Bid Item 108, 76, 189 and 187) are within 5-12% higher than the average price but they are less than 71/91 bid items price which indicate fair and reasonable price was submitted by Skanska.

ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	EE ESTIMATE (\$)	%OF ENGR EST	AVERAGE	VARIANCE FROM AVERAGE	Skanska				Ames		Griffith	Granite	Security	71/91 Project Total
								AMOUNT (\$)	% VAR ENGR EST	% VAR AVERAGE	% VAR 71/91 PROJECT	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	
48	IMPORTED BORROW (CY)	CY	257,000	19,146,500	10%	6,759,100	693,900	7,453,000	-61%	10%		4,369,000	4,369,000	5,654,000	11,950,000		
108	MINOR CONCRETE (STAMPED CONCRETE)	SOFT	283,000	6,226,000	3%	3,545,990	416,010	3,962,000	-36%	12%	-7%	3,197,900	2,009,300	5,084,000	3,468,750	4,245,000	
75	MINOR CONCRETE (MINOR STRUCTURE)	CY	1,350	3,105,000	2%	1,369,560	220,050	1,620,000	-48%	16%	-66%	1,262,500	1,410,750	1,255,500	1,431,000	4,728,000	
189	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	4,150,000	2%	1,450,800	209,200	1,700,000	-59%	14%	-51%	1,405,000	1,415,900	1,400,000	1,533,100	3,500,000	
187	12" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,304	6,911,200	4%	3,977,200	195,600	4,172,800	-40%	5%	7%	3,651,200	4,003,280	3,912,000	4,146,720	3,912,000	
186	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3,356	1,945,600	1%	710,801	128,199	839,000	-50%	19%	-48%	419,500	416,144	1,191,380	687,960	1,610,880	
49	IMPORTED BORROW (CY) (WILLOFE CROSSIN)	CY	30,300	2,257,500	1%	824,160	54,540	878,700	-61%	7%		536,300	515,100	699,600	1,424,100		
8	TIME-RELATED OVER-HEAD (WDAY)	WDAY	670	2,913,840	2%	5,893,800	34,200	5,928,000	103%	1%	4%	5,130,000	7,011,000	5,130,000	6,270,000	5,700,000	
184	132" PERMANENT STEEL CASING	LF	266	1,383,200	1%	278,768	52,668	226,100	-84%	-19%	-91%	199,500	223,440	465,500	279,300	2,527,000	
188	132" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	560	3,410,000	2%	1,785,300	80,300	1,705,000	-50%	4%	-17%	1,757,500	1,727,000	1,915,000	1,892,000	2,062,500	
43	CLEARING AND GRUBBING (LS)	LS	1	4,556,453	2%	863,396	163,396	900,000	-89%	-25%	300%	300,000	515,000	1,468,728	503,250	125,000	
101	ROCK SLOPE PROTECTION (1/4 T, CLASS V, M)	CY	8,300	2,480,000	1%	969,440	180,940	788,500	-68%	-19%	-27%	1,037,500	1,020,900	946,200	1,054,100	1,079,000	
193	STRUCTURAL CONCRETE, BRIDGE (POLYMER)	CY	4,007	5,810,150	3%	3,607,101	201,151	3,405,950	-41%	-6%	56%	4,007,000	1,378,498	5,249,170	3,994,979	2,203,850	
61	RUBBERIZED HOT MIX ASPHALT (GAP GRADE)	TON	31,100	6,220,300	3%	4,434,880	235,360	4,199,500	-33%	5%	-23%	4,074,100	4,479,400	4,354,000	5,098,300	5,442,000	
68	REMOVE ASPHALT CONCRETE PAVEMENT (SF)	SOFT	717,000	4,302,000	2%	1,046,620	329,620	717,000	-83%	-32%		645,300	1,075,500	1,075,500	1,720,800		
206	BAR REINFORCING STEEL (BRIDGE)	LB	5,475,625	10,951,650	6%	6,680,607	383,368	6,297,199	-43%	-6%	-15%	6,570,950	6,844,781	6,570,950	7,118,573	7,447,122	
56	CLASS 2 AGGREGATE BASE (CY)	CY	56,500	6,102,000	3%	3,988,900	698,900	3,390,000	-44%	-10%	-33%	4,520,000	4,862,500	4,068,000	3,164,000	5,095,000	
59	HOT MIX ASPHALT (TYPE A)	TON	52,800	10,032,000	5%	6,705,600	633,600	6,072,000	-39%	-6%	-26%	6,015,200	6,079,400	6,015,200	7,339,200	8,184,000	
11	TRAFFIC CONTROL SYSTEM	LS	1	4,555,000	2%	1,779,386	778,386	1,000,000	-78%	-44%	-50%	1,000,000	1,484,951	2,695,000	2,717,000	2,000,000	
46	ROADWAY EXCAVATION	CY	98,200	8,838,000	5%	2,092,480	923,080	1,669,400	-81%	-36%	84%	1,954,000	1,423,900	3,338,800	4,566,300	908,350	
19	TEMPORARY BARRIER SYSTEM	LF	129,000	3,870,000	2%	2,580,000	967,200	1,612,500	-58%	-36%	79%	2,705,000	1,670,500	2,838,000	3,870,000	903,000	
179	MOBILIZATION (10%)	LS	1	12,782,800	7%	11,957,646	1,186,416	10,768,228	-16%	-10%	-7%	10,800,000	11,000,000	14,900,000	13,000,000	11,584,918	
192	STRUCTURAL CONCRETE, BRIDGE	CY	8,905	20,793,175	11%	13,812,183	2,053,493	11,558,690	-44%	-15%	8%	12,467,000	16,429,725	14,693,250	12,912,250	10,686,000	
								152,652,118		87,254,187		78,292,490	83,503,859	93,930,818	100,111,202	83,931,120	
Total Bid								107,382,285				109,009,786	113,581,793	127,690,000	135,567,974	120,500,000	
Percent of the Bid								75%				72%	74%	74%	74%	70%	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CONTRACT

**CONSTRUCTION SERVICES FOR THE
MID-COUNTY PARKWAY/RAMONA EXPRESSWAY
CONSTRUCTION CONTRACT 3 PROJECT**

RCTC Agreement No. 26-31-005-00

July 31, 2025

BETWEEN

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

DRAFT

**CONSTRUCTION SERVICES FOR THE MID-COUNTY PARKWAY/RAMONA
EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT**

RCTC AGREEMENT NO. 26-31-005-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Skanska USA Civil West California District, Inc. (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled CONSTRUCTION SERVICES FOR THE MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT.

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on July 31, 2025, has submitted a bid proposal for the MID-COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT;

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS

- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS
- g. CONTRACT APPENDIX
 - PART “A” – Regulatory Requirements and Permits
 - PART “B” – Standard Provisions
 - PART “C” – Special Provisions
 - PART “D” – Contract Drawings
 - PART “E” – Contract Compliance Provisions/DBE Requirements (Not used)
 - PART “F” – Federal Minimum Wage Requirements
 - PART “G” – Federal Requirements for Federal Aid Construction Contracts
 - PART “H” – Supplemental Materials
- h. ADDENDUM NO.(S) (1 -5)

In addition to the above:

- 1) The Federal Minimum Wage Rates from Part “F” are attached to this Contract as Exhibit “B” and incorporated herein by reference; and
 - 2) The Federal Requirements for Federal Aid Construction Contracts, from Part “G” are attached to this Contract as Exhibit “C” and incorporated herein by reference.
- 3.2 Contractor’s Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction of the Mid-County Parkway/Ramona Expressway Construction Contract 3 Project. The Project is in Riverside County along the Ramona Expressway, from 1.0 mile east of Rider Street to Warren Road in the Communities of Nuevo and Lakeview. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of One Hundred Seven Million, Three Hundred Eighty-Two Thousand, Two-Hundred Eighty-Five Dollars (\$107,382,285), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Beginning of Work, Time of Completion and Liquidate Damages.

The Contractor shall begin work within 55 calendar days after the issuance of the Notice to Proceed. This Work shall be diligently prosecuted to completion before the expiration of (excluding plant establishment work) **570 working days** beginning on the fifty-fifth calendar day after the date

shown on the Notice to Proceed. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix.

3.4 Commission's Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 California Prevailing Wages; Conflicts.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith. In addition, since the project is federally funded, federal prevailing wage rates also apply. If there is a difference between the minimum wage rate predetermined by the U.S. Secretary of Labor, and attached to this Contract, and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.7 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.8 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor:

Skanska USA Civil West
California District, Inc.
1995 Agua Mansa Road
Riverside, CA 92509
Attn: James Bailey

Commission:

Riverside County Transportation Commission
P.O. Box 12008
Riverside, California 92502-2208
Attn: Executive Director

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONTRACTOR
SKANSKA USA CIVIL WEST
CALIFORNIA DISTRICT, INC.

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Riverside County Transportation Commission

Tax I.D. Number: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel, RCTC

EXHIBIT "A"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR
SKANSKA USA CIVIL WEST CALIFORNIA
DISTRICT, INC.

By:

Signature

Name:

Title:

Date:

EXHIBIT “B”

FEDERAL MINIMUM WAGE RATES

[attached behind this page]

DRAFT

"General Decision Number: CA20250025 08/22/2025

Superseded General Decision Number: CA20240025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025

ASBE0005-002 09/01/2024

Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....\$ 56.32

26.52

Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....\$ 39.94

20.65

ASBE0005-004 07/04/2022

Rates	Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 23.52

13.37

BOIL0092-003 01/01/2024

Rates	Fringes

BOILERMAKER.....\$ 51.98

42.11

* BRCA0004-011 05/01/2024

Rates	Fringes

BRICKLAYER; MARBLE SETTER.....\$ 45.53

20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		38

DRYWALL INSTALLER/LATHER....\$	48.86	22.88
STOCKER/SCRAPPER.....\$	20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....\$	21.85	7.15

ELEC0440-001 12/30/2024

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....\$	56.26	3%+28.48
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....\$	36.99	3%+23.18
Technician.....\$	27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.

Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$	70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$		
	53.30	22.26
(3) Groundman.....\$	40.76	21.76
(4) Powderman.....\$	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....\$	69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJO side dump jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

(asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John

Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.

struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32,

T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the

intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center, Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer....	\$ 47.94	20.86
(2) Vehicle Operator/Hauler..	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and

preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs,

gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB01184-004 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01414-001 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

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

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

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

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes

PLUMBER/PIPEFITTER

Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....

	\$ 57.67	25.63

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....

	\$ 44.24	23.96

All other work except work
on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....

	\$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed

to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

* TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

DRAFT

"General Decision Number: CA20250017 08/22/2025

Superseded General Decision Number: CA20240017

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/07/2025
7	03/28/2025
8	04/18/2025
9	06/06/2025
10	07/04/2025
11	07/18/2025
12	08/01/2025
13	08/08/2025
14	08/15/2025
15	08/22/2025

ASBE0005-002 09/01/2024

Rates	Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

Rates	Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

* BRCA0004-001 05/01/2024

Rates	Fringes

Bricklayer; Marble Setter		
Los Angeles County.....	\$ 50.07	20.29
Orange County.....	\$ 50.07	20.29
Riverside & San Bernardino Counties.....	\$ 50.07	20.29
Ventura County.....	\$ 50.07	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the

standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 11/01/2024

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 58.81	19.14

* BRCA0004-009 05/01/2024

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 50.07	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-001 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77

BRCA0018-002 06/01/2024

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-003 06/01/2024

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-005 01/01/2022

Work on wood frame single family homes and apartments up to and including 4 stories:

Rates	Fringes
	61

CARPENTER

Cabinet installer.....	\$ 40.46	16.28
Fence builder.....	\$ 39.91	15.37
Framer & finish carpenter...	\$ 40.75	16.28
Insulation installer.....	\$ 25.66	15.96
Roof loader of shingles.....	\$ 30.08	16.28
Shingler.....	\$ 39.90	16.28
Subterranean garage concrete construction and carpenters performing on grade slab concrete construction.....	\$ 39.38	16.28

 CARP0213-006 07/01/2021

Rates Fringes

Drywall

(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather...	\$ 32.14	16.28
Stocker/Scraper.....	\$ 22.16	8.62
(2) All other Work		
Drywall Installer/Lather...	\$ 51.60	16.28
Stocker/Scraper.....	\$ 22.16	8.62

 CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15

 ELEC0011-003 06/26/2023

LOS ANGELES

Rates Fringes

ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 34.88	3%+8.21

 ELEC0011-008 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

Rates Fringes

Communications System Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call

systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 12/01/2024

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 41.00	3%+3.50
WORK AT VANDENBERG AFB: \$3.75 additional per hour.		

ELEC0413-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 48.13	3%+16.05

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 12/30/2024

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 56.26	3%+28.48

ELEC0440-005 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 45.23	3%+19.11
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 12/30/2024

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 36.13	11.08

ELEC0477-003 05/26/2025

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 37.63	3%+8.28

ELEC0569-003 06/01/2024

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 40.50	8.18

ELEC0639-002 06/01/2025

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 55.50	24.42

ELEC0639-003 06/30/2025

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 49.73	17.54
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 06/30/2025

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 58.40	31.72
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 53.09	31.56

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-006 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	19.22

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEV0008-004 01/01/2025

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2025

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

	Rates	Fringes

OPERATOR: Power Equipment

(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

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

GROUP 4: Bridge-type unloader and turntable operator;

Helicopter hoist operator

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons;

Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oepreator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel

type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2019

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt maker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00220-006 07/01/2024

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00300-002 07/01/2024

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00300-004 07/01/2022

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.23	23.30
GROUP 2.....	\$ 39.78	23.30
GROUP 3.....	\$ 40.33	23.30
GROUP 4.....	\$ 41.88	23.30
GROUP 5.....	\$ 42.23	23.30

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00300-006 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site

cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste(including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2025

Residential, 3 Stories and under

Rates Fringes

Laborers

(1) Cleanup, Fencing (Chain Link or Wood), Landscaping.....	\$ 45.00	22.70
(2) All Other Work.....	\$ 46.00	22.70

LAB00585-002 07/01/2019

Residential, 4 Stories

VENTURA COUNTY

Rates Fringes

LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person, Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix

trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type,

regardless of method used for such loading and placing;
 Driller: All power drills, excluding jackhammer, whether
 core, diamond, wagon, track, multiple unit, and any and all
 types of mechanical drills without regard to the form of
 motive power; Toxic waste removal; Boring system electronic
 tracking locator

 LAB00585-004 07/01/2024

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00652-002 07/01/2019

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher; Limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form

person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00652-004 07/01/2024

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00783-003 07/01/2019

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot

tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2024

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01184-001 07/01/2025		

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-003 07/01/2019

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

Rates	Fringes
	83

LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and

similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2024

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01414-002 08/03/2022

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 36.92	23.32
Plaster Tender.....	\$ 39.47	23.32
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 36.92	23.32
Plaster Tender.....	\$ 39.47	23.32

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

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, George AFB,
Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
Station, Marine Corps Logistics Supply Base, Marine Corps
Pickle Meadows, Mountain Warfare Training Center, Naval
Air Facility-Seeley, North Island Naval Air Station,
Vandenberg AFB.

PAIN0036-005 07/01/2019

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 28.59	15.97
(2) All other work.....	\$ 32.12	16.09
(3) Journeyman & Industrial.....	\$ 34.02	16.49
San Luis Obispo, Santa Barbara & Ventura		
(1) Repaint.....	\$ 25.40	15.87
(2) All other work.....	\$ 30.04	16.03
(3) Journeyman & Industrial.....	\$ 34.02	16.49

PAIN0036-011 10/01/2021

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.27	14.70

PAIN0036-014 10/01/2024

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 52.90	22.16

PAIN0036-018 01/01/2025

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 53.05	30.64

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

PAIN0036-020 01/01/2025

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 40.77	19.37

PAIN0169-007 01/01/2025

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 49.22	30.47

PAIN1247-003 01/01/2025LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-002 08/03/2022IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 44.34	19.64
4-stories.....	\$ 47.37	19.64

PLAS0500-003 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-011 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 47.05	22.53

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 45.50	21.65

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-001 09/15/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 38.74	17.42

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

ROOF0045-003 07/01/2024

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 42.80	12.64

SFCA0669-005 01/01/2024

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 45.31	27.91
Area 2.....	\$ 44.32	27.83

SFCA0709-002 09/01/2023

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

SPRINKLER FITTER.....\$ 54.29 32.00

SHEE0105-001 07/01/2023

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

Rates Fringes

SHEET METAL WORKER

AREA 1.....\$ 33.10 10.81

AREA 2.....\$ 29.54 19.09

SHEE0206-003 07/01/2023

IMPERIAL

Rates Fringes

Sheet Metal (TECHNICIAN).....\$ 36.21 10.24

SHEET METAL WORKER.....\$ 48.20 30.80

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

SHEE0273-001 08/01/2020

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

Rates Fringes

SHEET METAL WORKER.....\$ 46.87 31.15

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

* TEAM0011-001 07/01/2025

	Rates	Fringes

Truck drivers:

GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT “C”

**FEDERAL REQUIREMENTS FOR FEDERAL AID
CONSTRUCTION CONTRACTS**

[attached behind this page]

DRAFT

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. 104(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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting 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 long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of 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 200.327.

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 200.327.

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.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

PART G: FEDERAL-AID CONTRACT LANGUAGE

The following is in addition to applicable provisions in the Standard Specifications, as modified by the Standard Provisions. As used herein, "Agency" refers to the Riverside County Transportation Commission.

1. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

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

2. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies. In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

3. PROMPT PAYMENT

A. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

B. Prompt Payment of Withheld Funds to Subcontractors

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

4. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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

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

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business

days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

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

Replacement of DBE Subcontractors

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

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

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

5. DBE Commitment and Utilization

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LPM Exhibit 16-Z1) form.

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

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

6. DBE - Running Tally of Attainments

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

7. DBE- Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of

normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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

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

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

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

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

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

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

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

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

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

8. TITLE VI ASSURANCES During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such 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 recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take 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.).

Agreement No. 19-31-104-02

**WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
CAHUILLA BAND OF INDIANS
MID COUNTY PARKWAY PROJECT**

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement (“Work Order”) is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the CAHUILLA BAND OF INDIANS.

2. RECITALS

- 2.1 RCTC and the Cahuilla Band of Indians have entered into a Tribal Monitoring Agreement dated July 17, 2019, for the Mid-County Parkway (MCP) Project (“Tribal Monitoring Agreement”).
- 2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.
- 2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.
- 2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

- 3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.
- 3.2 *Compensation for Tribal Monitoring*
 - a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

exceed cost for tribal monitoring under this work Order is **\$70,280** ("NTE Sum").

- b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Cahuilla Band of Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.
- c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order for all purposes. This Work Order may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
CAHUILLA BAND OF INDIANS
MID COUNTY PARKWAY PROJECT**

APPROVALS

TRIBE: CAHUILLA BAND OF INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____

Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____

Best Best & Krieger, LLP
General Counsel

Agreement No. 19-31-105-02

**WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
GABRIELINO TONGVA NATION
MID COUNTY PARKWAY PROJECT**

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement (“Work Order”) is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the GABRIELINO TONGVA NATION.

2. RECITALS

- 2.1 RCTC and the Gabrielino Tongva Nation have entered into a Tribal Monitoring Agreement dated July 15, 2019, for the Mid-County Parkway (MCP) Project (“Tribal Monitoring Agreement”).
- 2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.
- 2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.
- 2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

- 3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.
- 3.2 *Compensation for Tribal Monitoring*
 - a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

exceed cost for tribal monitoring under this work Order is **\$47,650** ("NTE Sum").

- b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Gabrielino Tongva Nation shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.
- c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order for all purposes. This Work Order may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
GABRIELINO TONGVA NATION
MID COUNTY PARKWAY PROJECT**

APPROVALS

TRIBE: GABRIELINO TONGVA NATION

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____

Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____

Best Best & Krieger, LLP
General Counsel

Agreement No. 19-31-106-02

**WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE MORONGO BAND OF MISSION INDIANS
MID COUNTY PARKWAY PROJECT**

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement (“Work Order”) is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the MORONGO BAND OF MISSION INDIANS.

2. RECITALS

- 2.1 RCTC and the Morongo Band of Mission Indians have entered into a Tribal Monitoring Agreement dated August 20, 2019, for the Mid-County Parkway (MCP) Project (“Tribal Monitoring Agreement”).
- 2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.
- 2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.
- 2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

- 3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.
- 3.2 *Compensation for Tribal Monitoring*
 - a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

exceed cost for tribal monitoring under this work Order is **\$87,080** ("NTE Sum").

- b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Morongo Band of Mission Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.
- c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order for all purposes. This Work Order may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE MORONGO BAND OF MISSION INDIANS
MID COUNTY PARKWAY PROJECT**

APPROVALS

TRIBE: THE MORONGO BAND OF MISSION INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____

Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____

Best Best & Krieger, LLP
General Counsel

Agreement No. 19-31-107-02

**WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE PECHANGA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT**

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement (“Work Order”) is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the PECHANGA BAND OF LUISENO INDIANS.

2. RECITALS

- 2.1 RCTC and the Pechanga Band of Luiseno Indians have entered into a Tribal Monitoring Agreement dated July 31, 2019, for the Mid-County Parkway (MCP) Project (“Tribal Monitoring Agreement”).
- 2.2 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.
- 2.3 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.
- 2.4 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

- 3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.
- 3.2 *Compensation for Tribal Monitoring*
 - a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to

exceed cost for tribal monitoring under this work Order is **\$60,580** ("NTE Sum").

- b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Pechanga Band of Luiseno Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.
- c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.

3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.

3.4 A manually signed copy of this Work Order which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order for all purposes. This Work Order may be signed using an electronic signature.

3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE PECHANGA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT**

APPROVALS

TRIBE: THE PECHANGA BAND OF LUISENO INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____

Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____

Best Best & Krieger, LLP
General Counsel

Agreement No. 19-31-108-03

**WORK ORDER
FOR
MID COUNTY PARKWAY – CONSTRUCTION CONTRACT 3 (MCP3) PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE SOBOBA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT**

1. PARTIES AND DATE

This Work Order for MCP3 Project issues pursuant to the Tribal Monitoring Agreement (“Work Order”) is made and entered into as of _____, 2025 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the SOBOBA BAND OF LUISENO INDIANS.

2. RECITALS

- 2.1 RCTC and the Soboba Band of Luiseno Indians have entered into a Tribal Monitoring Agreement dated August 15, 2019, for the Mid-County Parkway (MCP) Project (“Tribal Monitoring Agreement”).
- 2.2 RCTC and the Soboba Band of Luiseno Indians have entered into a Tribal Monitoring Agreement Amendment 2 dated March 17, 2022, for the Moreno Valley/March Field Station Project.
- 2.3 The Tribal Monitoring Agreement recognizes that the MCP Project will be constructed in multiple packages with separate construction contracts for each package and provides for work orders to be executed for each such construction package.
- 2.4 RCTC now intends to construct the MCP3 Project, which is subject to the MCP Environmental Impact Report (EIR), and is considered part of the MCP Project. The parties hereto acknowledge that the MCP3 Project is subject to the Tribal Monitoring Agreement.
- 2.5 The MCP3 Project will include the following project improvements: Improve 8.6 miles of Ramona Expressway from 1 mile east of Rider Street to Warren Road, provide two lanes in each direction, add a raised median to separate eastbound and westbound lanes, add a Class II bike lane in each direction, build a bridge over the San Jacinto River, modify three existing signalized intersections, install a new signalized intersection, and construction of a wildlife crossing.

3. TERMS

- 3.1 The MCP3 Project shall be implemented in accordance with the procedures for tribal monitoring for cultural resources and significant sites in accordance with the terms of the Tribal Monitoring Agreement.

3.2 *Compensation for Tribal Monitoring*

- a. Compensation under this Work Order for tribal monitors shall be based on the rates set forth in the Tribal Monitoring Agreement. The estimated not to exceed cost for tribal monitoring under this work Order is **\$334,410** (“NTE Sum”).
 - b. The parties hereto acknowledge that the NTE Sum is an estimate, and reimbursement shall be based on the actual costs incurred for tribal monitoring provided in accordance with the Tribal Monitoring Agreement. The Soboba Band of Luiseno Indians shall inform RCTC if it is anticipated that the NTE Sum will be insufficient to cover tribal monitoring costs for the MCP3 Project. An increase to the NTE Sum shall require an amendment to this Work Order.
 - c. Submission of Invoices, and remittance of payment shall be in accordance with, and to the address provided in the Tribal Monitoring Agreement, unless otherwise specified in writing.
- 3.3 All provisions of the Tribal Monitoring Agreement shall remain in full force and effect and shall govern the actions of the parties under this Work Order.
- 3.4 A manually signed copy of this Work Order which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Work Order for all purposes. This Work Order may be signed using an electronic signature.
- 3.5 This Work Order may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
WORK ORDER FOR
MID COUNTY PARKWAY - CONSTRUCTION CONTRACT 3 PROJECT**

**ISSUED PURSUANT TO
TRIBAL MONITORING AGREEMENT
WITH
THE SOBOBA BAND OF LUISENO INDIANS
MID COUNTY PARKWAY PROJECT**

APPROVALS

TRIBE: THE SOBOBA BAND OF LUISENO INDIANS

Date: _____

Name: _____

Signature: _____

Title: _____

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Date: _____

By: _____

Aaron Hake
Executive Director

Approved as to Form:

Date: _____

By: _____

Best Best & Krieger, LLP
General Counsel

**COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF SAN JACINTO**

**FOR CONSTRUCTION OF MID COUNTY PARKWAY PROJECT - CONSTRUCTION
CONTRACT 3**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the Riverside County Transportation Commission ("RCTC") and the City of San Jacinto ("City"). RCTC and the City are sometimes referred to herein individually as "Party", and collectively as "Parties".

RECITALS

WHEREAS, RCTC is undertaking the Mid County Parkway project ("MCP").

WHEREAS, RCTC, in cooperation with the Federal Highway Administration ("FHWA"), the California Department of Transportation ("Caltrans"), and the County of Riverside Transportation and Land Management Agency ("County"), as part of the MCP proposes to build a portion of the project in the City of San Jacinto and in unincorporated Riverside County, which is referred to in this Cooperative Agreement as the "Project".

WHEREAS, the Project will include: improvements to the existing Ramona Expressway, two new mix flow lanes in the eastbound direction from approximately one mile east of Rider Street to Warren Road. The design will include one of the two ultimate MCP bridges over the San Jacinto River, which will accommodate the eastbound lanes. Also included will be improvements to existing intersections, traffic signals, drainage facilities, and wildlife crossing and associated work. Roadway widening, drainage facilities, fencing, and utility relocation work will extend through City right of way, adjacent to County improvements. The Project is further described and depicted in Exhibit "A" attached to this Cooperative Agreement and incorporated herein by reference.

WHEREAS, the completed Project roadway and intersections will be at-grade and constructed according to County standards and specifications. This roadway will not be constructed into a six (6) lane State facility as initially intended in the original environmental document and will be constructed as a County facility. This has been documented in the Environmental Revalidation developed as part of this project.

WHEREAS, the Project is sometimes referred to by the Parties as the Mid County Parkway Project – Construction Contract 3.

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, establish certain opportunities for cooperation and coordination and set forth various

responsibilities of the Parties all as further set forth herein.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

WHEREAS, RCTC intends, pursuant to a public bidding process in accordance with State law, to select a construction contractor to complete the Project ("Contractor").

WHEREAS, because the Project, if constructed, may impact City owned and/or maintained facilities, coordination between the Parties prior to and during construction of the Project is crucial to provide for mitigation of potential impacts that construction may have on the City, and to ensure that improvements within the City comply with applicable standards.

WHEREAS, the Project includes the following components:

- Right of Way Acquisition and Utility Relocation
- Construction
- Acceptance by the City for Operation and Maintenance of Improvements within City's Jurisdiction

WHEREAS, at the request of the City, the Project will also provide funding to the County for certain City requested pavement improvements between Warren Road and Sanderson Avenue, as further described below and in Agreement No. 26-31-001-00.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the City as follows:

TERMS

1. **Definitions.** In addition to the definitions set forth in the recitals above, the following terms shall have the meanings as set forth below.

1.1 As used in this Cooperative Agreement, the term "City's Jurisdiction" shall mean and refer to the areas within the Project limits either owned and/or maintained by the City. As used herein, the term "City's Jurisdiction" expressly excludes the State highway and County owned right of way.

1.2 As used in this Cooperative Agreement, the term "County Standards" shall mean and refer to the County's standard plans, specifications, policies, guidelines, and ordinances, design criteria, construction details, and testing/inspection requirements, and amendments and supplements thereto, for work within the City's Jurisdiction, approved by the County and in effect prior to approval of the design.

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is accepted by the City as referenced in Section 5.15, unless otherwise terminated as specified in this Cooperative Agreement ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public, and the City commits to support the Project.

4. Additional Improvements Requested by City. The Project will provide funding to the County for construction of certain City requested pavement improvements between Warren Road and Sanderson Avenue ("Pavement Improvements"). The Pavement Improvements will be 0.58' Hot Mix Asphalt (HMA) over 2.10' of Class 2 Aggregate Base. The pavement width will be from existing pavement to existing pavement limits, as detailed in Exhibit "B" attached to this Agreement and incorporated herein by reference. The Pavement Improvements will be designed and constructed by the County, and will include a portion of work within the County jurisdiction. The County has estimated the cost of the Pavement Improvements to be approximately \$12 million, with the work in County jurisdiction estimated at \$2 million and the work in City jurisdiction estimated at \$10 million. RCTC will contribute 80% of the cost of the work within the City jurisdiction (approximately \$8 million), with the City to provide 20% of the funding (approximately \$2 million) based on actual costs incurred. A separate triparty agreement will be entered into amongst the County, City and RCTC related to the Pavement Improvements. The funding to be provided by RCTC for the Pavement Improvements shall be considered a "Project cost" as that term is used in the termination provisions of this Cooperative Agreement. The triparty agreement shall provide that if this Cooperative Agreement is terminated for any reason, RCTC's funding obligations related to the Pavement Improvements shall terminate.

5. Obligations of the City. If consistent with all applicable local, state and federal laws and regulations, the City agrees as follows:

5.1 The City may provide a City oversight engineer to oversee the work during construction within City right of way, at its own cost.

5.2 The City shall timely review design plans for the Project work to be completed within the City Jurisdiction, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Planning Manager and City Engineer of the City that the design plans shall be deemed approved by the City if no comments are received within an additional 15 days. The City shall inspect the Project work completed within the City Jurisdiction upon written notice of completion of the work by RCTC to the City, and shall provide approval or identify any punch list work within fifteen (15) days.

5.3 The City shall not directly or indirectly encourage any third parties to object, oppose, delay, frustrate, or disrupt the full and complete design, analysis,

consideration, potential approval, or implementation of the Project. Such obligation shall extend both to RCTC's processes regarding the Project, but also to any other federal, state, or local review or permitting processes.

5.4 The City shall not request any mitigation measures, conditions or exactions that are disproportionate to the Project impacts or that lack a nexus to the Project impacts, as reasonably determined by RCTC.

5.5 The City shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.

5.6 The City shall timely process the required encroachment permits to cover the Contractor's work on the Project within the City right of way. Encroachment permits shall be processed in no more than five (5) working days after receipt of a complete encroachment permit application from Contractor. The City shall not issue any encroachment permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Project, without first coordinating the same with the Contractor and RCTC. All required encroachment permits to be issued by City shall be issued in the name of RCTC.

5.7 The City shall permit ingress to and egress from the Project from City-maintained roads.

The City shall have appropriate representatives regularly attend meetings of the Contractor's task forces formed for public information, traffic management and detours, local street construction, and related construction work impacting the City, and shall provide input at such meetings related to Project work that may impact City residents.

5.8 The City shall waive any and all charges and fees related to plan review and inspections for the Project.

5.9 The City shall waive any street trenching restrictions/moratoriums currently in place within the City limits as respect to the Project work, and shall waive any other local requirements that prohibit or interfere with construction of the Project.

5.10 The City shall timely, so as not to delay the Project, review, approve, and execute any necessary agreements or amendments to agreements with RCTC, County and/or the Contractor related to the Project work or any Project facilities within the City's Jurisdiction.

5.11 The City shall relocate any City-owned utility that interferes with the Project.

5.12 The City shall not approve, without advance written notification to and consultation with RCTC, any land use plans, new projects or developments within its jurisdiction that are inconsistent with, may impact or that interfere with the Project.

5.13 The City shall not allow any encroachment within the City's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

5.14 The City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Project.

5.15 Following completion of the Project work within the City's Jurisdiction and prior to final acceptance thereof, the City shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The City shall assume responsibility of the Project facilities completed within the City's Jurisdiction upon final acceptance of the work by County, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of such Project facilities, at no cost or expense to RCTC.

5.16 The City will make its best efforts to perform all obligations of the City related to the Project in such a manner as to allow the Project to progress as scheduled.

6. Obligations of RCTC.

6.1 RCTC shall be responsible for providing all services to complete the Project, or as reasonably necessary for Project completion. RCTC shall be responsible for the process of selecting Project Contractor in compliance with all applicable local, state and federal laws. RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project, and for acquiring all right of way as further detailed in Article 7.

6.2 RCTC shall incorporate, with City's review and concurrence, the County Standards for work within the City's Jurisdiction into the design, and shall require that improvements within the City's Jurisdiction be completed to such standards.

6.3 RCTC shall provide the City an opportunity to inspect the Project work during construction at City cost.

6.4 As between RCTC and the City, RCTC and its consultants shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow City staff to access the Project site, upon reasonable notice, to perform observation of any Project improvements. City inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. County has the final authority to accept the improvements.

6.5 RCTC shall assign any warranties for the Contractor's work on the Project within the City's Jurisdiction to the City upon City's contract acceptance of the Project, and County's final acceptance.

6.6 RCTC shall require its Contractor to obtain all required permits and approvals for all Project work including encroachment permits from City for construction of any Project work within the City's Jurisdiction.

6.7 RCTC shall include, in its contract with the Contractor, a requirement that the Contractor include the City as an additional insured and as an indemnified party under said agreement.

6.8 As between RCTC and the City, RCTC shall be responsible for design, reviews, approvals, and inspection of the Project work within the City's Jurisdiction to ensure conformance with the County Standards during completion of the Project design, selection of the Contractor, and during Project construction and maintenance periods.

6.9 Except in the case of an unforeseen circumstance, RCTC shall require its Contractor to provide at least a fifteen (15) day notification to City prior to any full or partial closure of any streets within City's Jurisdiction exceeding one (1) day in duration. Short term closures less than one (1) day in duration shall require forty eight (48) hours prior notice.

6.10 RCTC will institute a public outreach campaign to keep emergency responders, School District transportation department, transit operators, the residents of the City and the general public apprised of the Project work, and any street closures and other impacts to use of the County and City right of way that may result from the Project. In addition, RCTC shall develop and maintain a written Emergency Response plan that includes emergency contact information for RCTC's Contractor, County of Riverside, City of San Jacinto, emergency responders and Contractor personnel that would be expected to respond to an emergency situation.

6.11 RCTC shall provide to City as-built plans for Project work within City's Jurisdiction within 120 days of Notice of Completion.

7. RCTC Right of Way Obligations.

7.1 RCTC is responsible for all right of way work for the Project except as expressly set forth in this Cooperative Agreement.

7.2 RCTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate City's encroachment policy.

7.3 For utility relocations within the City's Jurisdiction, RCTC will provide City a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for City's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection,

relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

7.4 RCTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

7.5 RCTC will utilize a properly licensed consultant for all right-of-way activities. For properties within City Jurisdiction, RCTC shall provide the City with copies of appraisal reports and acquisition documents upon request. RCTC will submit a draft Right-of-Way Certification to City prior to the schedule Right-of-Way Certification milestone date for review. RCTC will submit a final Right-of-Way Certification to the City for approval prior to the advertising the construction contract. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

7.6 RCTC shall be the lead agency on eminent domain activities, if required for the Project.

7.7 Title to any property to be transferred to City by RCTC shall be free of all encumbrances and liens, except as to those items which City agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide City with a policy of title insurance in City's name.

8. Dispute Resolution: Legal Disputes. Unless otherwise specified herein, the Parties shall comply with the following procedure in the case of a dispute, claim or controversy arising under or in relation to this Cooperative Agreement.

8.1 Submission to RCTC Executive Director and Transportation Director. The dispute shall be referred for negotiation to the RCTC Executive Director and the City of San Jacinto City Manager ("City Manager"). The RCTC Executive Director and the City Manager agree to undertake good faith attempts to resolve said dispute, claim or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after the first negotiating session, either Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

8.2 If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the City Manager, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity, including specific performance as set forth in Section 8.1.

8.3 To the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is completed.

9. Specific Performance.

9.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Cooperative Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties, in addition to any other available remedy in law or in equity, shall be entitled to specific performance of the terms hereof, including the issuance of an injunction or injunctions as a remedy for any such breach, to prevent breaches of this Cooperative Agreement and to enforce specifically the terms and provisions of this Cooperative Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief. Notwithstanding anything to the contrary contained in this Cooperative Agreement, should RCTC obtain City's specific performance, City shall not have to reimburse RCTC pursuant to Section 17 of this Cooperative Agreement. Should City have to reimburse RCTC pursuant to Section 17 of this Cooperative Agreement, RCTC shall not be entitled to City's specific performance.

9.2 Prior to either Party instituting an action for specific performance, the Parties shall comply with the dispute resolution process set forth above in Section 8.1, and consistent with Section 8.3, to the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is complete.

10. Indemnification.

10.1 RCTC shall indemnify, defend and hold the City, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

10.2 The City shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the City, its officials, officers, employees, agents, consultants or

contractors in the performance of the City's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

10.3 The indemnification provisions set forth in this Section 10 shall survive any expiration or termination of this Cooperative Agreement.

11. Disclaimer. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

12. Force Majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

13. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

14. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

15. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

16. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be

declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

17. Termination: Repayment Obligation.

17.1 Both RCTC and City shall have the right, with or without cause, to terminate this Cooperative Agreement, by giving thirty (30) calendar days written notice to the other Party, specifying the date of termination, provided that in the case of a termination for cause, prior notice and opportunity to cure, as specified below, shall first be provided to the Party in breach by the non-breaching Party. Notwithstanding the foregoing, following commencement of construction of the Project, the City may only terminate this Cooperative Agreement for cause, after providing RCTC notice of a material breach, and reasonable opportunity to cure, as specified below.

17.2 *City Termination for Convenience.* If the City terminates this Cooperative Agreement without cause, the City shall reimburse RCTC for its Project costs within the City limits only, including any Project termination costs, expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Upon repayment by City to RCTC in accordance with this section all Project documents (including but not limited to designs, studies, or plans). Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and re-paid by City shall become the sole property of City. The foregoing shall be provided subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC “as is” and without warranty.

17.3 *RCTC Termination for Convenience.* If RCTC terminates this Cooperative Agreement without cause, RCTC shall transfer to City all Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables of work produced under this Agreement, to the extent procured or produced with funds provided by the City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC “as is” and without warranty. In the case of a RCTC’s termination for convenience, the City shall have no re-payment obligation whatsoever.

17.4 *City Termination for Cause.* If RCTC materially breaches this Cooperative Agreement in a manner that impedes the ability of the Project to proceed as planned, the City may terminate this Cooperative Agreement for cause, after providing RCTC notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 17.6 below. In the case of a

termination for cause, RCTC shall transfer to City all Project documents (including but not limited to designs, studies, or plans), Project Improvements, Project warranties, title to property for the Project, and any other deliverables or work produced under this Agreement, to the extent procured or produced with funds provided by City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC "as is" and without warranty. The City shall notify RCTC of such material breach within thirty (30) days of the date that the City became aware of or reasonably should have become aware of the breach. In the case of termination for cause, the City shall have no re-payment obligation whatsoever. Prior to the City's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 8 above.

17.5 RCTC Termination for Cause – Breach. If the City refuses to issue permits for construction of the Project, takes any action in violation of the terms of this Cooperative Agreement that impedes the ability of the Project to proceed as planned, or fails to undertake its obligations under this Agreement, unless the City terminates for convenience as set forth above, RCTC may terminate this Cooperative Agreement for cause, after providing the City notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 17.6 below, and the City shall reimburse RCTC for the Project costs expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Prior to RCTC's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 8 above and RCTC shall be required to provide City with a cost estimate for the Project costs expended following the Effective Date of this Cooperative Agreement through the proposed effective date of termination. Upon repayment by City to RCTC in accordance with this section, all Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and repaid by City shall become the sole property of City. The foregoing shall be provided by RCTC subject to Section 11 of this Agreement. Except as set forth in Section 7.7, any property for the Project conveyed pursuant to this section shall be provided by RCTC "as is" and without warranty.

17.6 Cure Period Extensions. If the material breach identified by the non-breaching Party is not reasonably capable of cure within a sixty (60) day period following the non-breaching Party's delivery of its notice of breach, then:

- The breaching Party shall, within thirty (30) days following receipt of the notice of breach, provide a written response to the non-breaching Party that (i) identifies the actions to be undertaken to cure the material breach (the

“Cure Activities”) and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the “Schedule”);

- The non-breaching Party shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;
- At the request of the non-breaching Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule;
- Upon confirming the reasonableness of the Cure Activities and Schedule (as may be adjusted to address concerns), the non-breaching Party shall grant an extension of the sixty (60) day cure period to correspond with the Schedule; and
- Provided that the breaching Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the breaching Party may request reasonable extensions of the Schedule, and the non-breaching Party shall not unreasonably withhold its consent to such requests.

The Parties shall continue to perform under this Cooperative Agreement during the cure period. Any dispute regarding Cure Activities or Schedule shall be subject to the dispute resolution process described in Section 8 above.

17.7 The repayment obligation set forth in this Section 17 shall survive any expiration or termination of this Cooperative Agreement.

17.8 If this Cooperative Agreement is terminated, RCTC shall, at RCTC’s expense, return the Project right-of-way within the City Jurisdiction to its original condition or to an acceptable safe and operable condition, as mutually agreed upon by the Parties.

18. Predetermination. Nothing in this Cooperative Agreement is intended by the Parties nor should be interpreted as predetermining any decisions or approvals by either Party’s boards or commissions.

19. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

20. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

21. Relationship of the Parties. RCTC is, for purposes relating to this Cooperative Agreement, an independent contractor of City and shall not be deemed an employee of City. It is expressly understood and agreed that RCTC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which City employees are entitled, including, but not limited to overtime, any retirement

benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties and RCTC shall hold City harmless from any and all claims that may be made against City based upon any contention by third party that an employer-employee relationship exists by reason of this Cooperative Agreement.

22. Delivery of Notices. All notices permitted or required under this Cooperative Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:

City of San Jacinto
Engineering Division
1221 S. San Jacinto Avenue
San Jacinto, CA 92583
Attn: Director of Transportation

COMMISSION:

Riverside County Transportation
Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

23. Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original.

24. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

25. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

26. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understanding

[Signatures on following page]

**SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT NO. 25-31-094-00**

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF SAN JACINTO

Approved by the
City Council

By: _____
Aaron Hake, Executive Director

By: _____
Alonso Ledezma
Mayor

Approved as to Form:

Recommended for approval:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Tara Magner
Director of Planning and Economic
Development

ATTEST:

By: _____
Julia Espinoza
City Clerk (SEAL)

Approved as to Form:
Best Best & Krieger LLP

By: _____
Craig Hayes, City Attorney

EXHIBIT “A”

PROJECT DESCRIPTION

The proposed Mid County Parkway – Construction Contract 3 Project will construct two new mix flow lanes in the eastbound direction from approximately one mile east of Rider Street to Warren Road. The design will include one of the two ultimate MCP bridges over the San Jacinto River, which will accommodate the eastbound lanes. Also included will be improvements to existing intersections, traffic signals, drainage facilities, and wildlife crossing and associated work. This work takes places in both the County and City jurisdictions. Work within the City of San Jacinto includes roadway widening, drainage facilities, fencing, and utility relocation work.

DRAFT

EXHIBIT “B”

MCP 3 IMPROVEMENTS WITHIN SAN JACINTO

[ATTACHED BEHIND THIS PAGE]

DRAFT

Agreement No. 26-31-001-00**TRI-PARTY COOPERATIVE AGREEMENT
BETWEEN****RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
COUNTY OF RIVERSIDE AND CITY OF SAN JACINTO****FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY
BETWEEN WARREN ROAD AND SANDERSON AVENUE**

1. Parties and Date. This Agreement is made and entered into this ____ day of _____, 2025, by and between the Riverside County Transportation Commission ("RCTC"), the County of Riverside Transportation and Land Management Agency ("County") and City of San Jacinto ("City"). RCTC, the County and the City are sometimes referred to herein individually as "Party", and collectively as "Parties".

2. Recitals.

2.1 RCTC and the County have entered into a Cooperative Agreement for the Mid County Parkway Project – Construction Contract 3 ("MCP 3") (Agreement No. 22-31-045-00) for the MCP3 improvements within County jurisdiction.

2.2 RCTC and the City have entered into a Cooperative Agreement for the Mid County Parkway Project – Construction Contract 3 ("MCP 3") (Agreement No. 25-31-094-00) for the MCP3 improvements within City jurisdiction.

2.3 The limits of the MCP 3 project are from approximately one mile east of Rider Street to Warren Road.

2.4 The City has requested additional pavement improvements outside of the MCP 3 project limits to the east, along Ramona Expressway between Warren Road and Sanderson Avenue. The pavement improvements are in both City and County jurisdictions. These improvements are referred to in this Tri-Party Cooperative Agreement as the "Project".

2.5 RCTC, the County, and the City wish to enter into this Tri-Party Cooperative Agreement, to establish roles and funding responsibilities of the Parties for the Project.

2.6 RCTC and the City have requested that the County be the lead agency for preparation of the Plans, Specifications & Estimates (PS&E) and construction phases of the Project. It is anticipated that there will not be any Right of Way acquisition for this project.

2.7 The County has agreed to act as the lead agency for the preparation of the PS&E and construction phases of the Project.

3. Terms.

3.1 Improvements Requested by the City. The Project entails the design and construction of pavement improvements along Ramona Expressway between Warren Road and Sanderson Avenue. The Project limits consist of portions in both County jurisdiction and City jurisdiction, as further depicted in Exhibit "A" attached to this Agreement and incorporated herein by reference. The pavement improvements will be 0.58' Hot Mix Asphalt (HMA) over 2.10' of Class 2 Aggregate Base. The pavement width will be from existing pavement to existing pavement limits.

3.2 Preparation of Design and Construction. The County shall be the lead agency for the preparation of the PS&E package and construction of the Project. The pavement improvements will be designed and constructed per County standards and specifications. This includes the work within the City jurisdiction.

3.3 Funding Obligations. The County has estimated the total cost of the Project to be approximately \$12 million, with the work in County jurisdiction estimated at \$2 million and the work in City jurisdiction estimated at \$10 million. County will fund the work within County jurisdiction. RCTC will contribute 80% of the cost of the work within the City jurisdiction (approximately \$8 million), with the City providing 20% of the cost of work within its jurisdiction (approximately \$2 million). The funding to be provided by RCTC and City for the Project shall be adjusted based on actual costs incurred, subject to the limitations set forth below. The County will be responsible for any actual costs incurred for PS&E and construction within its jurisdiction. If Cooperative Agreement 22-31-045-00 or 25-31-094-00 is terminated or the MCP 3 project is cancelled or put on hold for any reason, RCTC's funding obligations related to the Pavement Improvements shall terminate or be put on hold, as determined by RCTC in its sole discretion. If the actual costs of the Project are anticipated to exceed the above estimated amounts, the County will promptly notify RCTC and the City.

A. RCTC's anticipated funding obligation to County is Eight Million Dollars (\$8,000,000). County shall promptly notify RCTC if it is anticipated that RCTC's share of Project costs will exceed said funding amount. Any increase in RCTC's anticipated funding obligation shall require written approval of RCTC's Executive Director.

B. City's anticipated funding obligation to County is Two Million Dollars (\$2,000,000). County shall promptly notify the City if it is anticipated that the City's share of Project costs will exceed said funding amount. Any increase in the City's anticipated funding obligation shall require written approval of the City Manager.

3.4 Payment; Invoices.

A. For Project work within the City jurisdiction to be funded by the County on a cost-reimbursement basis, County shall provide invoice statements to RCTC and the City, respectively, for Project expenses and supporting documentation incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month.

Invoice statements submitted by the County shall be in a form and include such detail and supporting documentation is reasonably requested by RCTC and the City.

B. RCTC and the City shall, respectively, timely review and pay approved invoice statements submitted by County within thirty (30) days. RCTC and the City shall, respectively, promptly notify County of any disputed charges in writing giving reasons therefor. If any invoice submitted by County is disputed by RCTC or the City, respectively, only that portion so disputed may be withheld from payment.

3.5 The City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Project.

3.6 Following completion of the Project work within the City jurisdiction and prior to final acceptance thereof, the City shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The City shall assume responsibility of the Project facilities completed within the City jurisdiction upon final acceptance of the work by County, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of such Project facilities, at its sole cost and expense.

3.7 The City will make its best efforts to perform all obligations of the City related to the Project in such a manner as to allow the Project to progress as scheduled.

3.8 Maintenance. Upon construction completion, the County and City will be responsible for maintaining the Pavement Improvements within their respective jurisdictions.

3.9 Cooperation. The County, the City and RCTC agree to cooperate in the development of the Project and the implementation of this Agreement.

3.10 Indemnification.

A. RCTC shall indemnify, defend and hold the County and the City, their councils, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

B. The County shall indemnify, defend and hold RCTC and the City, their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the County, its officials, officers, employees, agents,

consultants or contractors in the performance of the County's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

C. The City shall indemnify, defend and hold RCTC and the County, their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the City, its officials, officers, employees, agents, consultants or contractors in the performance of the City's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

3.11 Delivery of Notices. All notices and invoices permitted or required under this Cooperative Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CITY:

City of San Jacinto
Engineering Division
1221 S. San Jacinto Avenue
San Jacinto, CA 92583
Attn: Director of Transportation

COMMISSION:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

COUNTY:

Riverside Transportation and
Land Management Agency
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Director of Transportation

Such notice shall be deemed made when personally delivered, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.12 Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

3.13 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.14 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.15 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.16 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.17 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.18 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.19 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original.

3.20 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

**SIGNATURE PAGE
TO
TRI-PARTY COOPERATIVE AGREEMENT**

**FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY
BETWEEN WARREN ROAD AND SANDERSON AVENUE**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

CITY OF SAN JACINTO

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County Transportation
Commission

APPROVED AS TO FORM:

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

[Signatures continued on following page]

**SIGNATURE PAGE
TO
TRI-PARTY COOPERATIVE AGREEMENT
FOR PAVEMENT IMPROVEMENTS ON RAMONA EXPRESSWAY
BETWEEN WARREN ROAD AND SANDERSON AVENUE**

[continued]

COUNTY OF RIVERSIDE By: _____ Title: _____
APPROVED AS TO FORM: By: _____ Title: _____
ATTEST: By: _____ Title: _____

EXHIBIT “A”

DEPICTION OF PAVEMENT IMPROVEMENTS

[ATTACHED BEHIND THIS PAGE]

DRAFT

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	John Tarascio, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Construction Agreement Award to Ames Construction, Inc. for the State Route 60/Potrero Boulevard Interchange Project – Phase II

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of \$48,925,559, plus a contingency amount of \$4,892,556, for a total amount not to exceed \$53,818,115;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

The Project is located in the city of Beaumont (City) at the western end of the San Gorgonio Pass, on SR-60 between Jack Rabbit Trail and the SR-60/Interstate 10 junction.

The SR-60/Potrero Boulevard Interchange Project received approval of the environmental document on March 1, 2013. The proposed project was planned to be constructed in two phases. Phase I included the construction of the Potrero overcrossing structure, installation of concrete median barrier throughout the project limits, and extension of the existing Potrero Boulevard. No ramp connections to the SR-60 mainline were constructed as part of Phase I. Phase I of the project was administered by the City and completed and opened to traffic in 2022.

The Project (Phase II) includes the design and construction of the ramps connecting the overcrossing structure to SR-60 and the remainder of the proposed project elements. Final design reached 95 percent completion in May 2019. However, in July 2019, the Project was suspended due to insufficient funding. In June 2023, the California Transportation Commission (CTC) awarded the City Senate Bill 1 Trade Corridor Enhancement Program (TCEP) competitive funding

for the construction phase of the Project. Subsequently, the City requested the Commission be the lead agency for the development of the final plans, specifications, & estimates (PS&E) phase, assist in obtaining Caltrans approval of the PS&E package, and perform the necessary right of way (ROW) services to allow the project to go into construction. PS&E development resumed in spring 2024 and the final design package was completed and approved in spring 2025. The Project received a CTC TCEP allocation of \$33.5 million at the June 2025 CTC meeting, and funding obligation was received on July 30.

The proposed improvements include the following:

- Widening Potrero Boulevard on both sides of SR-60 to six (6) lanes;
- Adding two (2) new diagonal on-ramps;
- Adding two (2) new loop on-ramps;
- Adding two (2) new diagonal off-ramps; and
- Realigning Western Knolls Avenue with Potrero Boulevard located north of the proposed interchange.

On March 12, 2025, the Commission approved a cooperative agreement with the City designating the Commission as lead agency for project construction.

In addition, on March 12, 2025, the Commission approved the award of Agreement No. 25-72-013-00 to Jacobs Project Management Co. for construction management, materials testing, construction surveying, and public outreach services for the Project.

With the Commission's approval of the items presented in this staff report, RCTC anticipates construction starting in Quarter 1 2026 with anticipated completion in 2028.

DISCUSSION:

Construction Procurement

On September 17, 2025, the Commission advertised Invitation for Bids (IFB) No. 25-72-078-00 for construction of the project. A public notice was advertised in the Press Enterprise, and the complete IFB package, including all contract documents, was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Email notifications were sent to vendors registered in the Commission's PlanetBids database that fit the IFB qualifications. One hundred sixty-five (165) firms downloaded the IFB; forty-four (44) of those are located in Riverside County. A pre-bid conference was held on September 23, 2025.

On November 3, 2025, seven (7) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

Responsive Bidder (In order from low bid to high bid)		Bid Amount (Rounded)
	Engineer's Estimate	\$54,218,460
1	Ames Construction, Inc.	\$48,925,559
2	Skanska USA Civil West California District Inc.	\$49,990,834
3	Riverside Construction Company, Inc.	\$50,440,997
4	SEMA Construction, Inc.	\$51,567,607
5	Ortiz Enterprises Incorporated	\$55,748,845
6	Granite Construction Company	\$56,787,329
7	Security Paving Company, Inc.	\$57,869,847

The basis of award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission's procurement policy, state law, and subject to applicable federal funding source requirements. The Bid Comparison Analysis Table (Attachment 1) shows the bid amounts of each bidder, the total price per item and percent variation from the engineer's estimate for each bid item. The bid price submitted by Ames was 9.8 percent lower than the engineer's estimate. Although Ames' bid is lower than the engineer's estimate, an analysis of the bid schedule did not find irregularities or omissions. After analyzing the bids received, staff has concluded that Ames's bid, in the amount of \$48,925,559, is the lowest responsive and responsible bid received for the Project.

Staff recommends award of Agreement No. 25-72-078-00 for the construction of the Project to Ames in the amount of \$48,925,559, plus a contingency amount of \$4,892,556 to cover potential change orders encountered during construction, for a total amount not to exceed \$53,818,115. A contingency amount of 10 percent is recommended for this agreement to address any unforeseen conditions encountered during construction.

FISCAL IMPACT:

The SR-60/Potrero Boulevard Interchange Project – Phase II Construction Agreement No. 25-72-078-00, will be funded by the following fund sources as detailed in Table 2:

Table 2 - Funding Source Breakdown (Construction Phase)

	Item	Dollar Amount	Fund Source
1	RCTC Transportation Uniform Mitigation Fee – Regional Arterial (TUMF-RA)	\$8,000,000	Local
2	Western Riverside Council of Governments (WRCOG) TUMF Pass Zone	\$9,318,115	Local
3	City Capital Improvement Program Fund Balance	\$1,475,000	Local
4	Development Impact Fee R&B	\$1,525,000	Local
5	Trade Corridor Enhancement Program (TCEP)	\$33,500,000	Federal/State
	Total	\$53,818,115	

Table 3 - Expenditure Schedule

	Item	FY 2025/26	FY 2026/27+	GL/Project Accounting No.
1	Construction + 10% Contingency – Ames	\$15,000,000	\$38,818,115	005139

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$15,000,000 \$38,818,115
Source of Funds:	Federal TCEP, TUMF Zone, City Funds			Budget Adjustment:	No
Project /GL Accounting No.:	005139 81301 00000 0000 / 210 72 81301 SR-60 Potrero Construction				
Fiscal Procedures Approved:				Date:	11/13/2025

Attachments:

- 1) Bid Comparison Analysis
- 2) Bid Analysis Report
- 3) Draft Agreement No. 25-72-078-00 with Ames Construction, Inc.

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend			> \$100k below ENGR EST > \$200k above Average Bid Price > 50% of Engineering Estimate < -75% of Engineering Estimate		> Other Bids < Other bids		ENGINEERING ESTIMATE										LOW BIDDER Ames Construction, Inc			SECOND BIDDER Skanska USA Civil West California			THIRD BIDDER Riverside Construction Company, Inc			FOURTH BIDDER SEMA Construction, Inc.			FIFTH BIDDER Ortiz Enterprises Incorporated			SIXTH BIDDER Granite Construction Company			SEVENTH BIDDER Security Paving Company, Inc.			AVERAGE OF BID AMOUNTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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									Ames Construction, Inc			Skanska USA Civil West California			Riverside Construction Company, Inc			SEMA Construction, Inc.			Ortiz Enterprises Incorporated			Granite Construction Company			Security Paving Company, Inc.														
ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST								
55	206300	TEMPORARY IRRIGATION SYSTEM	LS	\$ 80,000	1	\$ 80,000	1	\$ 80,000	0.15%	222,222.00	222,222	178%	225,000.00	225,000	181%	105,000.00	105,000	31%	56,122.45	56,122	-30%	140,000.00	140,000	75%	543,400.00	543,400	579%	225,000.00	225,000	181%		216,678									
56	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	\$ 40,000	1	\$ 40,000	1	\$ 40,000	0.07%	50,000.00	50,000	25%	50,000.00	50,000	25%	27,000.00	27,000	-33%	25,153.06	25,153	-37%	27,000.00	27,000	-33%	59,600.00	59,600	49%	51,000.00	51,000	28%		41,393									
57	206562	1" REMOTE CONTROL VALVE	EA	\$ 1,170	22	\$ 25,740	22	\$ 25,740	0.05%	400.00	8,800	-66%	400.00	8,800	-66%	650.00	14,300	-44%	1,015.31	22,337	-13%	650.00	14,300	-44%	510.00	11,220	-56%	410.00	9,020	-65%		12,682									
58	206564	1.5" REMOTE CONTROL VALVE MASTER	EA		2.0	\$ -	2	\$ -	0.00%	450.00	900		450.00	900		685.00	1,370		1,321.43	2,643		700.00	1,400		1,190.00	2,380		460.00	920			1,502									
59	206565	2" REMOTE CONTROL VALVE	EA	\$ 1,000	16	\$ 16,000	16.0	\$ 16,000	0.03%	550.00	8,800	-45%	560.00	8,960	-44%	710.00	11,360	-29%	1,601.02	25,616	60%	710.00	11,360	-29%	700.00	11,200	-30%	600.00	9,600	-40%		12,414									
60	206760	16-18 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	\$ 11,000	1	\$ 11,000	1	\$ 11,000	0.02%	15,000.00	15,000	36%	17,000.00	17,000	55%	13,000.00	13,000	18%	16,326.53	16,327	48%	13,000.00	13,000	18%	12,500.00	12,500	14%	15,500.00	15,500	41%		14,618									
61	206761	24-32 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	\$ 12,000	1	\$ 12,000	1	\$ 12,000	0.02%	17,000.00	17,000	42%	18,000.00	18,000	50%	15,000.00	15,000	25%	22,448.98	22,449	87%	15,000.00	15,000	25%	15,800.00	15,800	32%	17,500.00	17,500	46%		17,250									
62	207055	F 2" COPPER PIPE (SUPPLY LINE)	LF	\$ 102	115	\$ 11,730	115	\$ 11,730	0.02%	70.00	8,050	-31%	170.00	19,550	67%	61.00	7,015	-40%	86.73	9,974	-15%	61.00	7,015	-40%	68.30	7,855	-33%	8.50	978	-92%		8,634									
63	208301	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	\$ 7,900	2	\$ 15,800	2	\$ 15,800	0.03%	3,500.00	7,000	-56%	3,600.00	7,200	-54%	3,500.00	7,000	-56%	3,571.43	7,143	-55%	3,500.00	7,000	-56%	1,520.00	3,040	-81%	3,700.00	7,400	-53%		6,540									
64	208423	1" BACKFLOW PREVENTER ASSEMBLY	EA		2	\$ -	2	\$ -	0.00%	6,200.00	12,400		6,300.00	12,600		8,800.00	17,600		3,857.15	7,714		9,000.00	18,000		9,370.00	18,740		6,800.00	13,600			14,379									
65	208442	FLOW SENSOR	EA	\$ 2,300	2	\$ 4,600	2	\$ 4,600	0.01%	1,500.00	3,000	-35%	1,500.00	3,000	-35%	2,000.00	4,000	-13%	1,275.51	2,551	-45%	2,000.00	4,000	-13%	2,150.00	4,300	-7%	1,600.00	3,200	-30%		3,436									
66	208445	TREE WELL SPRINKLER ASSEMBLY	EA	\$ 60	644	\$ 38,640	644	\$ 38,640	0.07%	50.00	32,200	-17%	50.00	32,200	-17%	32.00	20,608	-47%	112.24	72,283	87%	33.00	21,252	-45%	63.90	41,152	7%	60.00	38,640	0%		36,905									
67	208447	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	\$ 130	662	\$ 86,060	662	\$ 86,060	0.16%	100.00	66,200	-23%	100.00	66,200	-23%	100.00	66,200	-23%	81.63	54,039	-37%	110.00	72,820	-15%	110.00	72,820	-15%	105.00	69,510	-19%		66,827									
68	208575	2" GATE VALVE	EA	\$ 1,100	9	\$ 9,900	9	\$ 9,900	0.02%	550.00	4,950	-50%	560.00	5,040	-49%	1,500.00	13,500	36%	1,683.67	15,153	53%	1,450.00	13,050	32%	800.00	7,200	-27%	560.00	5,040	-49%		9,133									
69	208595	F 1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	\$ 7	12,810	\$ 92,873	12,810	\$ 92,873	0.17%	8.50	108,885	17%	8.00	102,480	10%	6.00	76,860	-17%	6.63	84,930	-9%	6.00	76,860	-17%	6.10	78,141	-16%	9.00	115,290	24%		91,921									
70	208597	F 1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	\$ 8	5,427	\$ 43,416	5,427	\$ 43,416	0.08%	8.50	46,130	6%	9.00	48,843	13%	7.00	37,989	-13%	7.65	41,517	-4%	7.00	37,989	-13%	6.50	35,276	-19%	9.00	48,843	13%		42,369									
71	208605	F 2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	\$ 15	9,425	\$ 141,375	9,425	\$ 141,375	0.26%	10.25	96,606	-32%	11.00	103,675	-27%	7.60	71,630	-49%	13.27	125,070	-12%	8.00	75,400	-47%	11.90	112,158	-21%	11.00	103,675	-27%		98,316									
72	208607	F 3" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	\$ 25	3,056	\$ 76,400	3,056	\$ 76,400	0.14%	15.80	48,285	-37%	15.00	45,840	-40%	11.00	33,616	-56%	16.84	51,463	-33%	11.00	33,616	-56%	13.90	42,478	-44%	17.00	51,952	-32%		43,893									
73	208640	PRESSURE REGULATING VALVE	EA	\$ 4,000	2	\$ 8,000	2	\$ 8,000	0.01%	4,000.00	8,000	0%	4,000.00	8,000	0%	4,600.00	9,200	15%	3,326.53	6,653	-17%	4,600.00	9,200	15%	5,270.00	10,540	32%	4,100.00	8,200	3%		8,542									
74	208649	QUICK COUPLING VALVE	EA	\$ 700	15	\$ 10,500	15	\$ 10,500	0.02%	650.00	9,750	-7%	830.00	12,450	19%	700.00	10,500	0%	561.22	8,418	-20%	700.00	10,500	0%	590.00	8,850	-16%	655.00	9,825	-6%		10,042									
75	208683	BALL VALVE	EA	\$ 800	7	\$ 5,600	7	\$ 5,600	0.01%	400.00	2,800	-50%	400.00	2,800	-50%	750.00	5,250	-6%	571.43	4,000	-29%	735.00	5,145	-8%	500.00	3,500	-38%	410.00	2,870	-49%		3,766									
76	208740	12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF		1,475	\$ -	1,475	\$ -	0.00%	113.50	167,413		88.00	129,800		40.00	59,000		117.35	173,091		40.00	59,000		67.00	98,825		200.00	295,000			140,304									
77	210010	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	\$ 1,820	1	\$ 1,820	1	\$ 1,820	0.00%	2,500.00	2,500	37%	2,500.00	2,500	37%	1,500.00	1,500	-18%	510.20	510	-72%	1,500.00	1,500	-18%	780.00	780	-57%	2,600.00	2,600	43%		1,699									
78	210350	FIBER ROLLS	LF	\$ 5	58,580	\$ 292,900	58,580	\$ 292,900	0.54%	5.00	292,900	0%	4.00	234,320	-20%	4.00	234,320	-20%	5.05	295,829	1%	4.00	234,320	-20%	3.90	228,462	-22%	3.30	193,314	-34%		244,781									
79	210430	HYDROSEED	SQFT	\$ 0.30	1																																				

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II																																																								
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110	520103	F BAR REINFORCING STEEL (RETAINING WALL)	LB	\$ 2	211,315	\$ 454,327	211,315	\$ 454,327	0.84%	2.50	528,288	16%	2.50	528,288	16%	2.60	549,419	21%	2.41	509,269	12%	2.50	528,288	16%	2.40	507,156	12%	2.50	528,288	16%	525,571																									
111	560218	F FURNISH SIGN STRUCTURE (TRUSS)	LB	\$ 4	45,730	\$ 182,920	45,730	\$ 182,920	0.34%	9.00	411,570	125%	12.00	548,760	200%	12.00	548,760	200%	11.62	531,383	191%	9.00	411,570	125%	11.50	525,895	188%	7.00	320,110	75%	471,150																									
112	560219	F INSTALL SIGN STRUCTURE (TRUSS)	LB	\$ 0.50	45,730	\$ 22,865	45,730	\$ 22,865	0.04%	0.50	22,865	0%	1.00	45,730	100%	1.00	45,730	100%	1.01	46,187	102%	0.60	27,438	20%	0.50	22,865	0%	1.50	68,595	200%	39,916																									
113	560223	F FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	\$ 20	656	\$ 13,120	656	\$ 13,120	0.02%	30.00	19,680	50%	10.00	6,560	-50%	10.00	6,560	-50%	9.60	6,298	-52%	30.00	19,680	50%	9.50	6,232	-53%	4.65	3,050	-77%	9,723																									
114	560224	F INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITHOUT WALKWAY)	LB	\$ 12	656	\$ 7,872	656	\$ 7,872	0.01%	30.00	19,680	150%	8.00	5,248	-33%	7.00	4,592	-42%	7.07	4,638	-41%	30.00	19,680	150%	7.00	4,592	-42%	16.90	11,086	41%	9,931																									
115	568062	PEDESTRIAN BARRICADE	EA	\$ 1,500	8	\$ 12,000	8	\$ 12,000	0.02%	425.00	3,400	-72%	550.00	4,400	-63%	3,500.00	28,000	133%	2,700.00	21,600	80%	3,000.00	24,000	100%	6,850.00	54,800	357%	3,140.00	25,120	109%	23,046																									
116	600029	REMOVE ASPHALT CONCRETE SURFACING	SQFT		1,024	\$ -	1,024	\$ -	0.00%	10.00	10,240		30.00	30,720		4.00	4,096		2.50	2,560		18.00	18,432		13.00	13,312		5.35	5,478		12,120																									
117	600097	BRIDGE REMOVAL (PORTION)	LS		1	\$ -	1	\$ -	0.00%	45,000.00	45,000		86,400.00	86,400		50,000.00	50,000		112,413.33	112,413		150,000.00	150,000		110,000.00	110,000		262,300.00	262,300		116,588																									
118	610108	18" ALTERNATIVE PIPE CULVERT	LF	\$ 105	3,583	\$ 376,215	3,583	\$ 376,215	0.69%	105.00	376,215	0%	140.00	501,620	33%	180.00	644,940	71%	117.01	419,247	11%	175.00	627,025	67%	140.00	501,620	33%	522.00	1,870,326	397%	705,856																									
119	610112	24" ALTERNATIVE PIPE CULVERT	LF	\$ 105	1,888	\$ 198,240	1,888	\$ 198,240	0.37%	85.00	160,480	-19%	180.00	339,840	71%	215.00	405,920	105%	176.56	333,345	68%	200.00	377,600	90%	155.00	292,640	48%	250.00	472,000	138%	340,261																									
120	610117	30" ALTERNATIVE PIPE CULVERT	LF	\$ 120	176	\$ 21,120	176	\$ 21,120	0.04%	125.00	22,000	4%	220.00	38,720	83%	240.00	42,240	100%	173.53	30,541	45%	400.00	70,400	233%	185.00	32,560	54%	325.00	57,200	171%	41,952																									
121	610121	36" ALTERNATIVE PIPE CULVERT	LF	\$ 275	756	\$ 207,900	756	\$ 207,900	0.38%	105.00	79,380	-62%	230.00	173,880	-16%	240.00	181,440	-13%	189.81	143,496	-31%	220.00	166,320	-20%	195.00	147,420	-29%	341.00	257,796	24%	164,247																									
122	610128	48" ALTERNATIVE PIPE CULVERT	LF	\$ 235	1,016	\$ 238,760	1,016	\$ 238,760	0.44%	190.00	193,040	-19%	280.00	284,480	19%	265.00	269,240	13%	326.38	331,602	39%	360.00	365,760	53%	220.00	223,520	-6%	494.00	501,904	110%	309,935																									
123	610300	F CONCRETE BACKFILL (PIPE TRENCH)	CY	\$ 395	10	\$ 3,950	10	\$ 3,950	0.01%	575.00	5,750	46%	470.00	4,700	19%	1,200.00	12,000	204%	635.91	6,359	61%	600.00	6,000	52%	500.00	5,000	27%	540.00	5,400	37%	6,458																									
124	650014	18" REINFORCED CONCRETE PIPE	LF	\$ 226	356	\$ 80,456	356	\$ 80,456	0.15%	150.00	53,400	-34%	130.00	46,280	-42%	160.00	56,960	-29%	210.37	74,892	-7%	200.00	71,200	-12%	295.00	105,020	31%	223.00	79,388	-1%	69,591																									
125	650018	24" REINFORCED CONCRETE PIPE	LF	\$ 250	411	\$ 102,750	411	\$ 102,750	0.19%	145.00	59,585	-42%	170.00	69,870	-32%	168.00	69,048	-33%	234.12	96,223	-6%	340.00	139,740	36%	350.00	143,850	40%	385.00	158,235	54%	105,223																									
126	650034	48" REINFORCED CONCRETE PIPE	LF	\$ 315	509	\$ 160,335	509	\$ 160,335	0.30%	290.00	147,610	-8%	340.00	173,060	8%	450.00	229,050	43%	420.38	213,973	33%	670.00	341,030	113%	445.00	226,505	41%	460.00	234,140	46%	223,624																									
127	665012	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	\$ 313	19	\$ 5,942	19	\$ 5,942	0.01%	195.00	3,705	-38%	190.00	3,610	-39%	385.00	7,315	23%	227.59	4,324	-27%	450.00	8,550	44%	665.00	12,635	113%	1,188.00	22,572	280%	8,959																									
128	665018	18" CORRUGATED STEEL PIPE (.109" THICK)	LF	\$ 180	37	\$ 6,660	37	\$ 6,660	0.01%	190.00	7,030	6%	180.00	6,660	0%	280.00	10,360	56%	329.08	12,176	83%	400.00	14,800	122%	140.00	5,180	-22%	400.00	14,800	122%	10,144																									
129	665025	24" CORRUGATED STEEL PIPE (.138" THICK)	LF	\$ 450	143	\$ 64,350	143	\$ 64,350	0.12%	210.00	30,030	-53%	200.00	28,600	-56%	200.00	28,600	-56%	234.40	33,519	-48%	500.00	71,500	11%	160.00	22,880	-64%	339.00	48,477	-25%	37,658																									
130	665048	48" CORRUGATED STEEL PIPE (.138" THICK)	LF	\$ 400	813	\$ 325,200	813	\$ 325,200	0.60%	250.00	203,250	-38%	290.00	235,770	-28%	300.00	243,900	-25%	428.72	348,549	7%	650.00	528,450	63%	220.00	178,860	-45%	478.00	388,614	20%	303,913																									
131	703233	GRADED LINE DRAIN	LF		34	\$ -	34	\$ -	0.00%	510.00	17,340		250.00	8,500		410.00	13,940		521.21	17,721		350.00	11,900		560.00	19,040		320.00	10,880		14,189																									
132	705311	18" ALTERNATIVE FLARED END SECTION	EA	\$ 930	5	\$ 4,650	5	\$ 4,650	0.01%	1,400.00	7,000	51%	3,140.00	15,700	238%	650.00	3,250	-30%	773.58	3,868	-17%	1,500.00	7,500	61%	1,350.00	6,750	45%	648.00	3,240	-30%	6,758																									
133	705315	24" ALTERNATIVE FLARED END SECTION	EA	\$ 1,090	10	\$ 10,900	10	\$ 10,900	0.02%	1,500.00	15,000	38%	3,240.00	32,400	197%	750.00	7,500	-31%	795.77	7,958	-27%	1,000.00	10,000	-8%	1,620.00	16,200	49%	702.00	7,020	-36%	13,725																									
134	705325	48" ALTERNATIVE FLARED END SECTION	EA	\$ 3,700	3	\$ 11,100	3	\$ 11,100	0.02%	5,500.00	16,500	49%	5,140.00	15,420	39%	2,700.00	8,100	-27%	1,589.06	4,767	-57%	4,500.00	13,500	22%	4,500.00	13,500	22%	1,782.00	5,346	-52%	11,019																									
135	707233	60" PRECAST CONCRETE PIPE MANHOLE	LF	\$ 430	120	\$ 51,600	120	\$ 51,600	0.10%	800.00	96,000	86%	1,300.00	156,000	202%	1,850.00	222,000	330%	252.83	30,340	-41%	1,200.00	144,000	179%	850.00	102,000	98%	1,694.00	203,280	294%	136,231																									
136	710102	ABANDON CULVERT (LF)	LF	\$ 70	261	\$ 18,270	261	\$ 18,270																																																

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend			> \$100k below ENGR EST > \$200k above Average Bid Price > 50% of Engineering Estimate < -75% of Engineering Estimate			> Other Bids < Other bids			ENGINEERING ESTIMATE										LOW BIDDER			SECOND BIDDER			THIRD BIDDER			FOURTH BIDDER			FIFTH BIDDER			SIXTH BIDDER			SEVENTH BIDDER			AVERAGE OF BID AMOUNTS
																			Ames Construction, Inc			Skanska USA Civil West California			Riverside Construction Company, Inc			SEMA Construction, Inc.			Ortiz Enterprises Incorporated			Granite Construction Company			Security Paving Company, Inc.			
									UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	
ITEM NUM	ITEM CODE	ITEM DESCRIPTION																																						
165	810120		REMOVE PAVEMENT MARKER	EA	\$	1.00	3,356	\$	3,356	3,356	\$	3,356	0.01%	2.00	6,712	100%	2.00	6,712	100%	1.00	3,356	0%	2.03	6,813	103%	2.00	6,712	100%	2.00	6,712	100%	1.60	5,370	60%	6.055					
166	810160		DELINEATOR (SPECIAL)	EA	\$	57	26	\$	1,482	26	\$	1,482	0.00%	50.00	1,300	-12%	150.00	3,900	163%	150.00	3,900	163%	120.00	3,120	111%	85.00	2,210	49%	150.00	3,900	163%	80.00	2,080	40%	2.916					
167	810170		DELINEATOR (CLASS 1)	EA	\$	58	311	\$	18,038	311	\$	18,038	0.03%	50.00	15,550	-14%	65.00	20,215	12%	65.00	20,215	12%	68.00	21,148	17%	70.00	21,770	21%	65.00	20,215	12%	82.00	25,502	41%	20.659					
168	810190		GUARD RAILING DELINEATOR	EA	\$	32	309	\$	9,888	309	\$	9,888	0.02%	25.00	7,725	-22%	58.00	17,922	81%	57.00	17,613	78%	35.53	10,979	11%	37.00	11,433	16%	57.00	17,613	78%	83.00	25,847	159%	15.562					
169	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	\$	5	2,555	\$	13,286	2,555	\$	13,286	0.02%	5.00	12,775	-4%	5.00	12,775	-4%	8.00	20,440	54%	5.08	12,979	-2%	5.00	12,775	-4%	5.00	12,775	-4%	4.30	10,987	-17%	13.644					
170	820110		MILEPOST MARKER	EA	\$	200	3	\$	600	3	\$	600	0.00%	110.00	330	-45%	112.00	336	-44%	110.00	330	-45%	110.00	330	-45%	7.00	21	-97%	110.00	330	-45%	800.00	2,400	300%	582					
171	820130		OBJECT MARKER	EA	\$	136	15	\$	2,040	15	\$	2,040	0.00%	150.00	2,250	10%	144.00	2,160	6%	142.00	2,130	4%	142.00	2,130	4%	150.00	2,250	10%	142.00	2,130	4%	21.00	315	-85%	1.909					
172	820190		SPECIAL MARKER	EA	\$	100	22	\$	2,200	22	\$	2,200	0.00%	220.00	4,840	120%	220.00	4,840	120%	220.00	4,840	120%	220.00	4,840	120%	150.00	3,300	50%	220.00	4,840	120%	80.01	1,760	-20%	4.180					
173	820270		REMOVE ROADSIDE SIGN (WOOD POST)	EA	\$	200	74	\$	14,800	74	\$	14,800	0.03%	90.00	6,660	-55%	90.00	6,660	-55%	89.00	6,586	-56%	89.00	6,586	-56%	90.00	6,660	-55%	89.00	6,586	-56%	95.00	7,030	-53%	6.681					
174	820300		REMOVE ROADSIDE SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	\$	160	2	\$	320	2	\$	320	0.00%	60.00	120	-63%	58.00	116	-64%	58.00	116	-64%	58.00	116	-64%	64.00	128	-60%	58.00	116	-64%	62.00	124	-61%	119					
175	820620		RELOCATE ROADSIDE SIGN (METAL POST)	EA	\$	298	2	\$	596	2	\$	596	0.00%	150.00	300	-50%	150.00	300	-50%	150.00	300	-50%	150.00	300	-50%	160.00	320	-46%	150.00	300	-50%	160.00	320	-46%	306					
176	820630		RELOCATE ROADSIDE SIGN (WOOD POST)	EA	\$	300	8	\$	2,400	8	\$	2,400	0.00%	160.00	1,280	-47%	160.00	1,280	-47%	161.00	1,288	-46%	161.00	1,288	-46%	165.00	1,320	-45%	161.00	1,288	-46%	172.00	1,376	-43%	1.303					
177	820710		FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT			921	\$	-	921	\$	-	0.00%	50.00	46,050		100.00	92,100		54.00	49,734		54.55	50,241		51.00	46,971		54.00	49,734		8.50	7,829		48.951					
178	820720		FURNISH LAMINATED PANEL SIGN (1"-TYPE B)	SQFT	\$	34	244	\$	8,296	244	\$	8,296	0.02%	35.00	8,540	3%	35.00	8,540	3%	35.00	8,540	3%	35.00	8,540	3%	38.00	9,272	12%	35.00	8,540	3%	8.50	2,074	-75%	7.721					
179	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	\$	17	721	\$	12,257	721	\$	12,257	0.02%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	14.00	10,094	-18%	15.00	10,815	-12%	10.197					
180	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	\$	18	711	\$	12,798	711	\$	12,798	0.02%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	15.00	10,665	-17%	16.00	11,376	-11%	10.767					
181	820780		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-FRAMED)	SQFT	\$	21	18	\$	378	18	\$	378	0.00%	24.00	432	14%	25.00	450	19%	24.00	432	14%	24.00	432	14%	24.00	432	14%	24.00	432	14%	25.60	461	22%	439					
182	820790		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-FRAMED)	SQFT	\$	24	115	\$	2,760	115	\$	2,760	0.01%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	25.00	2,875	4%	26.70	3,071	11%	2.903					
183	820840		ROADSIDE SIGN - ONE POST	EA	\$	480	112	\$	53,760	112	\$	53,760	0.10%	700.00	78,400	46%	690.00	77,280	44%	685.00	76,720	43%	685.00	76,720	43%	700.00	78,400	46%	685.00	76,720	43%	730.00	81,760	52%	78.000					
184	820850		ROADSIDE SIGN - TWO POST	EA	\$	770	15	\$	11,550	15	\$	11,550	0.02%	1,400.00	21,000	82%	1,360.00	20,400	77%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,350.00	20,250	75%	1,440.00	21,600	87%	20.571					
185	820860		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	\$	210	9	\$	1,890	9	\$	1,890	0.00%	150.00	1,350	-29%	150.00	1,350	-29%	147.00	1,323	-30%	147.00	1,323	-30%	150.00	1,350	-29%	147.00	1,323	-30%	157.00	1,413	-25%	1.347					
186	820880		INSTALL SIGN (MAST-ARM HANGER METHOD)	EA	\$	400	20	\$	8,000	20	\$	8,000	0.01%	450.00	9,000	13%	435.00	8,700	9%	730.00	14,600	83%	430.00	8,600	8%	420.00	8,400	5%	430.00	8,600	8%	458.00	9,160	15%	9.580					
187	820920		INSTALL ROADSIDE SIGN (LAMINATED WOOD BOX POST)	EA	\$	4,200	2	\$	8,400	2	\$	8,400	0.02%	8,750.00	17,500	108%	8,900.00	17,800	112%	8,800.00	17,600	110%	8,803.00	17,606	110%	8,800.00	17,600	110%	8,803.00	17,606	110%	9,300.00	18,600	121%	17.759					
188	832006		MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF			1,588	\$</																																

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Bid Opening Date: November 03, 2025 2:00 PM (PDT)

Legend										> \$100k below ENGR EST		> Other Bids		> \$200k above Average Bid Price		> 50% of Engineering Estimate		< -75% of Engineering Estimate		ENGINEERING ESTIMATE																																																											
																				LOW BIDDER Ames Construction, Inc										SECOND BIDDER Skanska USA Civil West California				THIRD BIDDER Riverside Construction Company, Inc				FOURTH BIDDER SEMA Construction, Inc.				FIFTH BIDDER Ortiz Enterprises Incorporated				SIXTH BIDDER Granite Construction Company				SEVENTH BIDDER Security Paving Company, Inc.																													
										UNIT PRICE										PRICE (\$)										PRICE (\$)										PRICE (\$)										PRICE (\$)										PRICE (\$)										PRICE (\$)									
										ITEM NUM	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (A)	ENGR EST QTY (B)	ENGR EST AMOUNT (C = A x B)	BID QTY (D)	ADJUSTED ESTIMATE (E = A x D)	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	PRICE (\$)	AMOUNT (\$)	% VAR ENGR EST	AVERAGE OF BID AMOUNTS																																						
221		210110A		IMPORTED BIOFILTRATION SOIL MEDIA (BSM)	CY	\$ 200	627	\$ 125,400	627	\$ 125,400	0.23%	45.00	28,215	-78%	120.00	75,240	-40%	140.00	87,780	-30%	125.00	78,375	-38%	120.00	75,240	-40%	167.00	104,709	-17%	90.00	56,430	-55%	72,284																																														
222		260203A		CLASS 2 PERMEABLE AGGREGATE BASE (CY)	CY	\$ 350	415	\$ 145,250	415	\$ 145,250	0.27%	125.00	51,875	-64%	170.00	70,550	-51%	195.00	80,925	-44%	188.91	78,398	-46%	150.00	62,250	-57%	177.00	73,455	-49%	65.00	26,975	-81%	63,490																																														
223		710156A		REMOVE MANHOLE	EA	\$ 1,530	1	\$ 1,530	1	\$ 1,530	0.00%	4,000.00	4,000	161%	2,020.00	2,020	32%	2,850.00	2,850	86%	3,522.63	3,523	130%	4,000.00	4,000	161%	4,600.00	4,600	201%	3,700.00	3,700	142%	3,528																																														
224		721421A		REMOVE CONCRETE DITCH LINING	LF	\$ 200	982	\$ 196,400	982	\$ 196,400	0.36%	10.00	9,820	-95%	8.00	7,856	-96%	30.00	29,460	-85%	18.70	18,363	-91%	35.00	34,370	-83%	27.00	26,514	-87%	42.00	41,244	-79%	23,947																																														
225		731520A		MINOR CONCRETE (CONTRASTING SURFACE TREATMENT)	CY	\$ 400	197	\$ 78,800	197	\$ 78,800	0.15%	630.00	124,110	58%	800.00	157,600	100%	730.00	143,810	83%	911.08	179,483	128%	900.00	177,300	125%	1,500.00	295,500	275%	789.00	155,433	97%	176,177																																														
226		770101A		16" PVC C900 SANITARY SEWER FORCE MAIN	LF	\$ 200	5,514	\$ 1,102,800	5,514	\$ 1,102,800	2.03%	125.00	689,250	-38%	160.00	882,240	-20%	185.00	1,020,090	-8%	270.97	1,494,129	35%	375.00	2,067,750	88%	175.00	964,950	-13%	383.00	2,111,862	92%	1,318,610																																														
227		770110A		ABANDON SEWER PIPE	LF	\$ 25	3,318	\$ 82,950	3,318	\$ 82,950	0.15%	1.00	3,318	-96%	37.00	122,766	48%	40.00	132,720	60%	11.82	39,219	-53%	24.00	79,632	-4%	13.00	43,134	-48%	33.00	109,494	32%	75,755																																														
228		770111A		ABANDON SEWER VAULT	LS	\$ 11,000	1	\$ 11,000	1	\$ 11,000	0.02%	8,500.00	8,500	-23%	15,000.00	15,000	36%	25,000.00	25,000	127%	2,503.47	2,503	-77%	32,000.00	32,000	191%	8,800.00	8,800	-20%	3,700.00	3,700	-66%	13,643																																														
229		770120A		REMOVE SEWER PIPE	LF	\$ 30	2,606	\$ 78,180	2,606	\$ 78,180	0.14%	25.00	65,150	-17%	32.00	83,392	7%	48.00	125,088	60%	39.71	103,484	32%	53.00	138,118	77%	44.00	114,664	47%	58.00	151,148	93%	111,578																																														
230		770103A		SEWER STRUCTURE CONSTRUCTION	LS		1	\$ -	1	\$ -	0.00%	25,000.00	25,000		400,000.00	400,000		415,000.00	415,000		602,041.19	602,041		145,000.00	145,000		650,000.00	650,000		540,300.00	540,300		396,763																																														
231		780231A		CITY SURVEY MONUMENT	EA	\$ 1,650	1	\$ 1,650	1	\$ 1,650	0.00%	3,000.00	3,000	82%	2,500.00	2,500	52%	30,000.00	30,000	1718%	1,500.00	1,500	-9%	16,000.00	16,000	870%	3,000.00	3,000	82%	2,600.00	2,600	58%	8,371																																														
232		995100		WATER METER CHARGES	LS	\$ 80,000	1	\$ 80,000	1	\$ 80,000	0.15%	60,000.00	60,000	-25%	60,100.00	60,100	-25%	60,000.00	60,000	-25%	273,984.59	273,985	242%	100,000.00	100,000	25%	180,000.00	180,000	125%	8,920.00	8,920	-89%	106,144																																														
233		999990		MOBILIZATION (5%)	LS	\$ 3,195,000	1	\$ 3,195,000	1	\$ 3,195,000	5.89%	2,400,000.00	2,400,000	-25%	2,530,000.55	2,530,001	-21%	1,836,000.00	1,836,000	-43%	2,576,580.32	2,576,580	-19%	2,750,000.00	2,750,000	-14%	2,800,000.00	2,800,000	-12%	2,900,000.00	2,900,000	-9%	2,541,797																																														
					Total	\$ 54,218,460		\$ 54,218,460	100%		48,925,559	-9.76%		49,990,834	-7.80%		50,440,997	-6.97%		51,567,607	-4.89%		55,748,845	2.82%		56,787,329	4.74%		57,889,847	6.73%	\$ 53,047,288.10																																																

Bid Analysis Report

STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

Seven (7) sealed bids for the project were received and opened on November 03, 2025.

Our analysis follows Section 15.6, Contract Award, of the Caltrans Local Assistance Procedures Manual and utilizes the recommended bid analysis procedures in the FHWA document "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation". Our review of each bid includes the following:

1. Assessing competition of bids received.
2. A checklist used to review bid documents for responsiveness.
3. A tabulation of bid items for each bidder that were compared to the Engineer's Estimate.
4. A review of Bid Items for unbalanced bids.
5. Contractor licenses for bidders and proposed subcontractors were researched on the Contractor's State License Board web site for validity.

Competition Assessment:

Results of the seven (7) bids received indicate that the difference between the first, second and third bidders is 2.2% and 3.1% respectively. The low percentage difference between the bids, indicates high competition and best price obtained for the State Route 60/Potrero Boulevard Interchange Project – Phase II.

Bidder	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
		Amount	%	Amount	%
Engineering Estimate	54,218,460				
Ames Construction, Inc	48,925,559	(5,292,901)	9.8%		
Skanska USA Civil West California	49,990,834	(4,227,626)	7.8%	1,065,275	2.2%
Riverside Construction Company, Inc	50,440,997	(3,777,463)	7.0%	1,515,438	3.1%
SEMA Construction, Inc.	51,567,607	(2,650,854)	4.9%	2,642,048	5.4%
Ortiz Enterprises Incorporated	55,748,845	1,530,385	-2.8%	6,823,286	13.9%
Granite Construction Company	56,787,329	2,568,868	-4.7%	7,861,770	16.1%
Security Paving Company, Inc.	57,869,847	3,651,386	-6.7%	8,944,288	18.3%

Bidder Responsiveness:

Ames provided all forms required to be submitted as part of the bid package, including signatures by a notary public.

Bid Item Tabulation and Unbalanced Bid Check

- All bidders used the estimated engineering quantities therefore there is no discrepancy in bid quantities. All cost variances are a direct result from the unit prices proposed by the bidders.
- Ames' bid items were analyzed and considered as potentially materially unbalanced if the bid items

varied outside of a range of either less than -75% or greater than 50% of the bid items from the Engineer's Estimate. Ames' bid had fifty-nine (59) items that fell outside of this range. The second lower bid from Skanska shares forty-four (44) of these out-of-range items with Ames. After reviewing the specific bid items that were out-of-range in comparison to the Engineer's Estimate, there was no evidence of an unbalanced bid.

- Since the completion of the Engineer's Estimate, twenty-four (24) new bid items were added that did not have corresponding engineering estimates. To ensure a consistent comparison between the bids and the engineering estimate, these items were excluded from this specific evaluation bulletin. As a result, the lowest bid, submitted by Ames, is 12.4% below the engineering estimate, while the highest bid, submitted by Security Paving, is 1.9% above the engineering estimate.

	Bid Amount	Variance From Engineering Estimate		Variance From Lower Bid	
Engineering Estimate	54,218,460	Amount	%	Amount	%
Ames Construction, Inc	47,508,239	(6,710,221)	12.4%		
Skanska USA Civil West California	48,187,091	(6,031,369)	11.1%	678,852	1.4%
Riverside Construction Company, Inc	48,472,486	(5,745,974)	10.6%	964,247	2.0%
SEMA Construction, Inc.	49,665,416	(4,553,045)	8.4%	2,157,177	4.5%
Ortiz Enterprises Incorporated	54,441,944	223,484	-0.4%	6,933,705	14.6%
Granite Construction Company	54,673,382	454,922	-0.8%	7,165,143	15.1%
Security Paving Company, Inc.	55,244,531	1,026,071	-1.9%	7,736,292	16.3%

- The new twenty-four (24) bid items with no corresponding engineering estimate were compared to the average price of all bids. The Ames' bid is 75% of the average and lower than all other bids except the bid from Ortiz. Bid Items 194, 100, 76, 142, 188, 131 and 35 are higher than the average price.

ITEM NUM	ITEM DESCRIPTION	UOM	BID QTY	AVERAGE (\$)	LOW BIDDER Ames Construction, Inc			2nd Skanska	3rd RCC	4th SEMA	5th Ortiz	6th Granite	7th Security Paving
					AMOUNT (\$)	VARIANCE FROM AVERAGE	% VAR AVERAGE	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)	AMOUNT (\$)
194	CONCRETE BARRIER (TYPE 836 MOD)	LF	311	\$ 93,737	171,050	77,313	82%	48,516	87,080	64,013	55,980	105,740	123,778
100	STRUCTURAL CONCRETE, BRIDGE	CY	142	\$ 224,808	284,000	59,192	26%	152,650	241,400	86,207	156,200	213,000	440,200
76	12" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT	LF	1,475	\$ 140,304	167,413	27,108	19%	129,800	59,000	173,091	59,000	98,825	295,000
142	MODIFY INLET (TO MANHOLE)	EA	3	\$ 24,275	30,000	5,725	24%	33,300	14,400	23,238	3,900	45,000	20,088
188	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	1,588	\$ 81,766	87,340	5,574	7%	92,104	79,400	77,383	92,104	61,456	82,576
131	GRADED LINE DRAIN	LF	34	\$ 14,189	17,340	3,151	22%	8,500	13,940	17,721	11,900	19,040	10,880
35	TREATED WOOD WASTE	LB	540	\$ 3,148	5,400	2,252	72%	2,160	2,700	221	2,700	5,400	3,456
162	12" CHAIN LINK GATE (TYPE CL-6)	EA	1	\$ 5,482	6,000	518	9%	6,400	4,800	4,873	5,000	6,000	5,300
85	HOT MIX ASPHALT (BRIDGE)	TON	32	\$ 8,160	8,000	(160)	-2%	3,840	4,160	4,160	4,480	25,600	6,880
58	1.5" REMOTE CONTROL VALVE MASTER	EA	2	\$ 1,502	900	(602)	-40%	900	1,370	2,643	1,400	2,380	920
163	24" CHAIN LINK GATE (TYPE CL-6)	EA	1	\$ 7,789	6,500	(1,289)	-17%	8,600	8,000	8,122	8,000	6,500	8,800
107	JOINT SEAL (MR 1/2")	LF	62	\$ 10,230	8,680	(1,550)	-15%	12,400	6,200	8,680	12,400	13,020	10,230
116	REMOVE ASPHALT CONCRETE SURFACING	SQFT	1,024	\$ 12,120	10,240	(1,880)	-16%	30,720	4,096	2,560	18,432	13,312	5,478
64	1" BACKFLOW PREVENTER ASSEMBLY	EA	2	\$ 14,379	12,400	(1,979)	-14%	12,600	17,600	7,714	18,000	18,740	13,600
190	CABLE RAILING	LF	68	\$ 11,437	9,180	(2,257)	-20%	7,820	10,880	10,700	10,880	19,040	11,560
177	FURNISH LAMINATED PANEL SIGN (1"-TYPE A)	SQFT	921	\$ 48,951	46,050	(2,901)	-6%	92,100	49,734	50,241	46,971	49,734	7,829
105	DRILL AND BOND DOWEL	LF	111	\$ 11,893	8,325	(3,568)	-30%	16,650	16,095	10,435	2,886	19,980	8,880
109	BAR REINFORCING STEEL (BRIDGE)	LB	24,906	\$ 35,509	31,133	(4,376)	-12%	37,359	49,812	31,631	34,868	31,382	32,378
150	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	9	\$ 23,038	18,000	(5,038)	-22%	16,470	28,800	28,519	9,900	45,000	14,580
141	ADJUST INLET	EA	15	\$ 89,051	62,250	(26,801)	-30%	97,800	61,500	127,070	21,000	169,500	84,240
161	CHAIN LINK FENCE (TYPE CL-3, VINYL-CLAD)	LF	8,178	\$ 397,299	327,120	(70,179)	-18%	351,654	392,544	398,514	408,900	335,298	567,063
117	BRIDGE REMOVAL (PORTION)	LS	1	\$ 116,588	45,000	(71,588)	-61%	86,400	50,000	112,413	150,000	110,000	262,300
37	PALEONTOLOGICAL RESOURCE MITIGATION	LS	1	\$ 104,429	30,000	(74,429)	-71%	155,000	350,000	50,000	27,000	50,000	69,000
230	SEWER STRUCTURE CONSTRUCTION	LS	1	\$ 396,763	25,000	(371,763)	-94%	400,000	415,000	602,041	145,000	650,000	540,300
Sub-Total Average				\$ 1,876,847	1,417,320			1,803,743	1,968,511	1,902,191	1,306,901	2,113,946	2,625,315
% of the Bid					75.52%			96.10%	104.88%	101.35%	69.63%	112.63%	139.88%

- Seven bid items of Ames' bid with total of \$760,392 and represent 1.55% of total bid price had exact unit price as engineering estimate. This indicates a reasonable markup included in Ames' unit price.

ITEM NUM	ITEM DESCRIPTION	UOM	ENGINEERING ESTIMATE				LOW BIDDER Ames Construction, Inc		
			UNIT PRICE (A)	BID QTY (D)	ESTIMATE	%OF ENGR EST	PRICE (\$)	AMOUNT (\$)	%VAR ENGR EST
22	STORMWATER POLLUTION PREVENTION PLAN	LS	\$ 10,000	1	\$ 10,000	0.02%	10,000.00	10,000	0%
73	PRESSURE REGULATING VALVE	EA	\$ 4,000	2	\$ 8,000	0.01%	4,000.00	8,000	0%
78	FIBER ROLLS	LF	\$ 5	58,580	\$ 292,900	0.54%	5.00	292,900	0%
112	INSTALL SIGN STRUCTURE (TRUSS)	LB	\$ 0.50	45,730	\$ 22,865	0.04%	0.50	22,865	0%
118	18" ALTERNATIVE PIPE CULVERT	LF	\$ 105	3,583	\$ 376,215	0.69%	105.00	376,215	0%
137	REMOVE CULVERT (LF)	LF	\$ 60	626	\$ 37,560	0.07%	60.00	37,560	0%
200	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 17-7)	LF	\$ 0.90	14,280	\$ 12,852	0.02%	0.90	12,852	0%
SUBTOTAL					\$ 760,392			760,392	
TOTAL					\$ 54,218,460	1.40%		48,925,559	1.55%

- Bid items with variance greater than \$500,000 between lower bidder and 2nd bidder were compared. Ames TIME-RELATED OVERHEAD (WDAY) bid item is 37% less than 2nd Bidder (Skanska), while STRUCTURAL CONCRETE, RETAINING WALL for the 2nd bidder (Skanska) is 67% less than the lower bidder.

ITEM NUM	ITEM DESCRIPTION	UOM	UNIT PRICE (A)	BID QTY (D)	ENGINEERING ESTIMATE	LOW BIDDER Ames Construction, Inc		SECOND BIDDER Skanska USA Civil West California		VARINCE BETWEEN 1ST AND 2ND BIDDERS	
						PRICE (\$)	AMOUNT (\$)	PRICE (\$)	AMOUNT (\$)	VARIANCE (\$)	% VAR
7	TIME-RELATED OVERHEAD (WDAY)	WDAY	\$ 7,500	520	\$ 3,900,000	7,000.00	3,640,000	11,050.00	5,746,000	(2,106,000.00)	37%
42	ROADWAY EXCAVATION	CY	\$ 25	524,333	\$ 13,108,325	8.00	4,194,664	9.00	4,718,997	(524,333.00)	11%
82	CLASS 2 AGGREGATE BASE (CY)	CY	\$ 54	15,199.0	\$ 820,746	40.00	607,960	75.00	1,139,925	(531,965.00)	47%
84	HOT MIX ASPHALT (TYPE A)	TON	\$ 143	49,291	\$ 7,023,968	114.00	5,619,174	102.00	5,027,682	591,492.00	-12%
96	JOINTED PLAIN CONCRETE PAVEMENT	CY	\$ 250	10,786	\$ 2,696,500	540.00	5,824,440	479.00	5,166,494	657,946.00	-13%
101	STRUCTURAL CONCRETE, RETAINING WALL	CY	\$ 580	2,032	\$ 1,178,560	1,500.00	3,048,000	900.00	1,828,800	1,219,200.00	-67%
TOTAL					\$ 28,728,099	22,934,238		23,627,898		(693,660.00)	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CONTRACT

**CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD
INTERCHANGE PROJECT - PHASE II**

RCTC Agreement No. 25-72-078-00

**BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND**

AMES CONSTRUCTION, INC.

Draft

CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE

PROJECT - PHASE II

RCTC AGREEMENT NO. 25-72-078-00

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2025 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and Ames Construction, Inc. (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled for CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II.

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **9/17/2025**, has submitted a bid proposal for the CONSTRUCTION SERVICES FOR SR-60 / POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS
- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS
- g. CONTRACT APPENDIX

PART "A" - Regulatory Requirements and Permits

PART "B" - Standard Provisions

PART "C" – Special Provisions

PART "D" - Contract Plans

PART "E" – (Not used)

PART "F" - Federal Minimum Wage Requirements

PART "G" - Federal Requirements for Federal Aid Construction Contracts

PART "H" – Supplemental Materials

h. ADDENDUM NO.(S) (1- 4)

In addition to the above:

1. The Federal Minimum Wage Rates from Part "F" are attached to this Contract as Exhibit "B" and incorporated herein by reference; and
2. The Federal Requirements for Federal Aid Construction Contracts, from Part "G" are attached to this Contract as Exhibit "C" and incorporated herein by reference.

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for the construction services for SR-60 / Potrero Boulevard Interchange Project – Phase II. Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of **Forty-eight million, nine hundred twenty-five thousand, five hundred fifty-nine dollars (\$48,925,559)**, as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to and performed in accordance with the above referenced Contract Documents.

3.3 Beginning of Work, Time of Completion and Liquidate Damages.

The Contractor shall begin work within **55 calendar days** after the issuance of the Notice to Proceed. This Work shall be diligently prosecuted to completion before the expiration of (excluding plant establishment work) **520 working days** beginning on the fifty-fifth calendar day after the date shown on the Notice to Proceed. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix.

3.4 Commission's Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to

Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 California Prevailing Wages: Conflicts.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.7 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.8 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor:

Ames Construction, Inc.
391 N. Main Street, Suite 302
Corona, California 92880
Attn: Timothy K. Wilson

Commission:

Riverside County Transportation Commission
P.O. Box 12008
Riverside, California 92502-2208
Attn: Executive Director

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

[Signatures on following page]

**SIGNATURE PAGE
TO
CONSTRUCTION SERVICES FOR SR-60
POTRERO BOULEVARD INTERCHANGE PROJECT - PHASE II
RCTC AGREEMENT NO. 25-72-078-00**

CONTRACTOR
AMES CONSTRUCTION, INC.

RIVERSIDE COUNTY
TRANSPORTATION
COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Tax I.D. Number: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel, RCTC

EXHIBIT "A"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR
AMES CONSTRUCTION, INC

By:

Signature

Name: _____

Title: _____

Date: _____

EXHIBIT “B”

FEDERAL MINIMUM WAGE RATES

[attached behind this page]

Draft

Superseded General Decision Number: CA20240025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025
8	08/01/2025
9	08/08/2025
10	08/15/2025
11	08/22/2025
12	09/05/2025
13	09/19/2025
14	09/26/2025
15	10/03/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada

State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 52.24	26.18
(2) Millwright.....	\$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	\$ 52.37	26.18
(5) Sawfiler.....	\$ 52.34	26.18
(6) Scaffold Builder.....	\$ 45.37	25.43
(7) Table Power Saw Operator.....	\$ 52.34	26.18

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18
(4) Assistant Tender.....	\$ 418.96	26.18

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 52.24	26.18
STOCKER/SCRAPPER.....	\$ 21.45	11.27

 CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	\$ 25.00	13.06

 ELEC0440-001 12/30/2024

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 56.26	3%+28.48
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 36.99	3%+23.18
Technician.....	\$ 27.75	3%+23.18

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

 ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

 ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80

GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dump jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments

over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

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

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

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern

County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and

disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all

other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB01184-004 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01414-001 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

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

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

Rates	Fringes

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DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes

GLAZIER.....	\$ 53.05	30.64

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

PLAS0200-009 08/03/2022

	Rates	Fringes

PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes

PLUMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 59.85	25.83

Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.29	24.16

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 61.73	26.81

* PLUM0345-001 09/01/2025

	Rates	Fringes

PLUMBER

Landscape/Irrigation Fitter..	\$ 44.75	26.20
Sewer & Storm Drain Work....	\$ 48.84	23.58

ROOF0036-002 08/01/2025

	Rates	Fringes

ROOFER.....\$ 52.63 20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.45	28.50

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 59.31	30.43
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 56.95	30.04

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT “C”

**FEDERAL REQUIREMENTS FOR FEDERAL AID
CONSTRUCTION CONTRACTS**

[attached behind this page]

Draft

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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting 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 long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of 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 200.327.

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 200.327.

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.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

PART G: FEDERAL-AID CONTRACT LANGUAGE

The following is in addition to applicable provisions in the Standard Specifications, as modified by the Standard Provisions. As used herein, "Agency" refers to the Riverside County Transportation Commission.

1. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

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

2. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies. In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

3. PROMPT PAYMENT

A. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

B. Prompt Payment of Withheld Funds to Subcontractors

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

4. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

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

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

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business

days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

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

Replacement of DBE Subcontractors

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

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

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

5. DBE Commitment and Utilization

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

6. DBE - Running Tally of Attainments

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

7. DBE- Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of

normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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

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

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

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

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

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

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

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

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

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

8. TITLE VI ASSURANCES During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such 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 recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take 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.).

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Lewis, Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Pennsylvania Avenue Grade Separation Project Cooperative Agreement with the City of Beaumont and Agreement with HDR Engineering, Inc.

STAFF RECOMMENDATION

This item is for the Committee to recommend to the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed \$14,000,000;
- 2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;
- 3) Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of \$5,874,301, plus a contingency amount of \$587,430, for a total amount not to exceed \$6,461,731;
- 4) Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of \$14,000,000 (revenue) and \$6,461,731 (expenditure) for receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);
- 5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.

BACKGROUND INFORMATION

Project Description

The Pennsylvania Avenue Grade Separation Project (Project) is located in the city of Beaumont (City) on Pennsylvania Avenue, adjacent to Interstate 10, from south of 6th Street to south of 3rd

Street. Pennsylvania Avenue is a north-south arterial roadway which crosses under the I-10 and over the Union Pacific Railroad (UPRR) tracks at-grade.

The project will eliminate the railroad crossing where Pennsylvania Avenue currently crosses the UPRR tracks at street level. Instead of cars waiting for trains to pass, Pennsylvania Avenue will be lowered to go underneath the railroad tracks in a new underpass. The railroad tracks will stay at their current height.

The new underpass will include:

- Two lanes of traffic in each direction
- A center median
- Sidewalks on both sides
- Relocation of existing utilities

The project will also realign the nearby I-10 on-ramps and off-ramps to connect to the lowered Pennsylvania Avenue. The existing I-10 bridge sits just north of where the new Pennsylvania Avenue underpass will be built.

Current Project Status

Currently, the City is managing the project and is working with Caltrans on the project approval/environmental document (PA/ED) phase. This phase includes the CEQA Statutory Exemption and NEPA Categorical Exclusion for environmental clearances, as well as review of 30 percent plans and Geometric Approval Drawings.

The City has requested assistance from RCTC to deliver this project and ensure it meets California Transportation Commission (CTC) timing requirements for project funding allocation. This includes environmental clearance by December 2025 and a Ready to List milestone by June 2026. RCTC intends to assume the City's responsibilities as lead agency for the PS&E and right of way (ROW) phases through a cooperative agreement. A separate agreement will be executed for the construction phase.

DISCUSSION

Cooperative Agreement

The City has requested that the Commission be the lead agency for PS&E, ROW, construction management and construction (CON) phases and desires to enter into a cooperative agreement. This cooperative agreement details the Commission's authority to act as the lead agency, reimbursement to the Commission for all RCTC staff time and project management costs, PS&E and ROW related costs, and other general matters related to the delivery of the project. An amendment or new agreement will be executed for the construction and construction management phases.

The cooperative agreement includes \$13,000,000 for estimated PS&E and ROW phase costs. An additional \$1,000,000 contingency is added due to the complexity and timing constraints of the project, for a total not to exceed amount of \$14,000,000 authorized by the City under the cooperative agreement. These funds will cover staffing costs for RCTC personnel and consultant project management, professional services for PS&E design, ROW acquisition expenses, legal support, public outreach activities, and other direct costs.

PS&E Services Procurement

The project is already under design development and has been contracted by the City to several consultants via separate non-linked contracts. This has resulted in the consultant teams not working jointly and relying on the City for coordination, which has led to misunderstandings and schedule delays.

RCTC analyzed the project history, current status, and the contract structure. For RCTC to assume the project and advance it through design and construction, staff recommend that the design team be consolidated into one team that is responsible for all elements of design, ROW, and environmental support. This team format would eliminate additional coordination and potential design conflicts and assist the team in meeting the delivery dates required by the funding deadlines. One of the design team members that is experienced in meeting the delivery dates required by the funding deadlines is HDR Engineering, Inc. (HDR).

HDR's Current Role: HDR has been contracted by the City to lead track design and coordination with the Union Pacific Railroad (UPRR).

Single Source Justification

Staff recommends proceeding with HDR's services without conducting competitive solicitation, for the following reasons:

1. Existing Team Continuity and Experience:
 - a. HDR is already part of the project team performing track design and is fully familiar with project technical requirements. They have extensive experience delivering highway and rail projects for RCTC, including projects requiring complex coordination with railroads, Caltrans, and local agencies. In addition, HDR has extensive experience working with and for the UPRR and are fully versed in UPRR specifications, requirements, and procedures.
 - b. Their ongoing involvement ensures continuity, avoids duplication of work, and allows the project to advance efficiently. HDR has extensive experience in managing teams for the design of grade separations.

2. Strict Funding Deadlines

- a. The project's Trade Corridor Enhancement Program (TCEP) funding is contingent on meeting environmental and Ready to List (RTL) critical milestones. Missing these deadlines would jeopardize the \$50 million allocation to Riverside County. The tight schedule does not allow sufficient time for a full competitive procurement process without risking project delays and loss of funding allocations.

3. Specialized Qualifications and Capability

- a. HDR Engineering, Inc is uniquely positioned to complete the project given their familiarity with the corridor, agency coordination requirements, and track design integration.
- b. HDR's technical expertise makes them the most capable and qualified firm to deliver the PS&E services on schedule and within budget.
- c. RCTC has extensive experience working and successfully delivering highway and rail projects with HDR. These projects include I-15 Express Lanes Projects, I-15 Railroad Canyon, South Perris Station Expansion, Riverside Downtown Station At-grade crossing, and Coachella Valley Rail Tier I.

Due to above reasons as well as the funding restrictions that are contingent on strict CTC deadlines, environmental clearance by December 2025 and a RTL milestone by June 2026, staff recommends approval of Agreement No. 26-72-026-00 with HDR, for the preparation of PS&E for the Pennsylvania Grade Separation Project for a two year term without seeking competitive process in the amount of \$5,874,301, with a contingency amount of \$587,430, and total not to exceed amount of \$6,461,731. RCTC has negotiated a fair and reasonable price with HDR for the level of effort required to complete the project.

FISCAL IMPACT:

As referenced within the cooperative agreement, project funding totaling \$14,000,000 will be provided to RCTC by the City to cover the PS&E, ROW, and construction phases. Specifically, funding from the City fully funds the contract with HDR (\$6,461,731), related to the PS&E phase and other expenditures related to the project (Pennsylvania Grade Separation).

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2025/26 FY 2026/27+	Amount:	Revenue: \$2,000,000 \$12,000,000+ Expenditure: \$2,000,000 \$4,641,731+
Source of Funds:		Local City Funds (Local Reimbursements)		Budget Adjustment:	Yes
GL/Project Accounting No.:		Revenue: 005226 416 41604 0000 210 72 41203 (\$14,000,000) Expenditure: 005226 81101 00000 0000 210 72 81101 (\$6,641,731)			
Fiscal Procedures Approved:				Date:	11/14/2025

Attachments:

- 1) Draft Cooperative Agreement No. 26-72-025-00 with City of Beaumont
- 2) Draft Agreement No. 26-72-026-00 with HDR

Agreement No. _____

**COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE
CITY OF BEAUMONT**

**FOR THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT PLANS,
SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES**

1. Parties and Date. This Cooperative Agreement is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the Riverside County Transportation Commission ("RCTC") and the City of Beaumont ("City"). RCTC and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. Recitals.

2.1 The City is undertaking the Pennsylvania Avenue Grade Separation Project ("Project"), which includes the design and construction of a new Union Pacific Railroad underpass structure over Pennsylvania Ave. The City has engaged the services of an architectural and engineering consultant to prepare the plans, specifications and estimates ("PS&E") for the Project (the "City's PS&E Consultant").

2.2 The City is currently working to complete the PS&E phase of the Project, which includes preparation and management of the PS&E final design ("PS&E Phase"); and the right-of-way ("ROW") phase of the Project, which includes right-of-way management, right-of-way acquisitions, and right-of-way utility coordination (ROW Phase").

2.3 In order to meet funding deadlines, the City has requested that RCTC serve as the lead agency for the PS&E and ROW (collectively, "PS&E and ROW Phases"), with the City to provide support and to fund all costs incurred by RCTC for the PS&E and ROW Phases including, but not limited to, PS&E Consultant, RCTC staff and consultant project management costs, ROW acquisition costs and legal services.

2.4 RCTC has agreed to act as the lead agency for the PS&E and ROW Phases, subject to full reimbursement for all Project costs. The City shall relinquish their role as contracting entity under the professional services agreement with the City's PS&E Consultant. The Parties agree that there is a need for RCTC to engage a new PS&E consultant for the Project.

2.5 The Parties anticipate entering into a future amendment to this Cooperative Agreement to include the construction phase of the Project ("CON Phase"), or may enter into a new cooperative agreement for the CON Phase.

2.6 RCTC shall engage the services of a replacement PS&E consultant through a sole source contract for professional services due to the funding deadlines attached to the Project. The replacement PS&E consultant shall be referred to herein as the "PS&E Consultant". Only local City funds shall be used to reimburse the PS&E Consultant.

2.7 The Project is located within the jurisdictional boundaries of the City and may require improvements to streets within the City.

2.8 RCTC shall be the direct recipient of any federal and state and or local funds, other than City funds, provided for the Project. RCTC shall not be responsible for any cost overruns or funding shortfalls.

3. Terms.

3.1 Estimated Cost of PS&E and ROW Phases. The Parties estimate that the total cost for the PS&E and ROW Phases, to be incurred by RCTC, including, but not limited to, RCTC staff and consultant project management costs, PS&E Consultant, ROW acquisition costs, legal services, outreach costs, and other direct costs shall be Thirteen Million Dollars (\$13,000,000) ("Estimated PS&E and ROW Phase Costs"). Due to the complexity of the Project, a One Million Dollar (\$1,000,000) contingency shall be included under this Agreement, for a total amount of Fourteen Million Dollars (\$14,000,000) authorized by the City under this Agreement. The Estimated PS&E and ROW Phase Costs are further detailed in Exhibit A attached to this Cooperative Agreement and incorporated herein by reference.

3.2 PS&E and ROW Phases of Work.

A. RCTC shall be the lead agency for the PS&E and ROW Phases. An amendment or new cooperative agreement will be executed for the CON Phase to outline the anticipated Construction and Construction Management costs. All costs and expenses incurred by RCTC for the PS&E and ROW Phases shall be reimbursed by the City using federal, state and local funding sources available to the City. The Parties agree that RCTC shall not have any obligation to fund the PS&E or ROW Phases using its own funds. In the case that funds in addition to the funding amount specified in Section 3.1 above are needed to complete the PS&E and ROW Phases, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. RCTC shall engage the services of and manage the PS&E Consultant and shall complete such other work and services required for the PS&E and ROW Phases within the term of this Cooperative Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

C. RCTC shall be entitled to request reimbursement for internal costs incurred in connection with coordinating with Caltrans to establish the Project delivery

schedule. Such coordination is necessary to ensure funding commitments are met, state funding for construction is secured and the Project can be delivered. Regardless of the date this Cooperative Agreement is executed, RCTC shall be entitled to reimbursement for such coordination costs incurred on and after September 4, 2025.

3.3 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2035, or until written agreement by the Parties that the PS&E and ROW Phases have been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.4 Cooperation. RCTC and the City agree to cooperate in the development of the PS&E and ROW documents required for Project, completion of the PS&E and ROW Phases, and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to the City, detailing the progress of the PS&E and ROW Phases. RCTC shall complete SB-1 Progress Reports, Completion Report and Final Delivery Report as required by funding requirements.

3.6 Obligations of the City.

- A. RCTC shall submit invoices no less frequently than quarterly in any quarter in which reimbursable expenses are incurred but not to exceed once per month. The City shall timely review and, for local funding, pay approved invoices within thirty (30) days. RCTC shall be the direct recipient for all other federal or state funds. The City shall promptly notify RCTC of any disputed charges.
- B. The City may provide a City oversight engineer or other City staff to oversee any PS&E and ROW Phase work or services at its own cost.
- C. The City shall process any City encroachment permits required for the PS&E and ROW Phases at no cost to RCTC or its consultant(s) provided that RCTC or the consultant(s), as the case may be, submits a complete application for such encroachment permits consistent with City's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the City in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.
- D. The City shall timely review design plans for the Project including, but not limited to, the PS&E and ROW documents and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the City Engineer of the City that the design plans or construction documents shall be deemed approved by the City if no comments are received within an additional 15 days.

The CITY shall inspect any other PS&E or ROW Phases work or services upon written notice of completion of the work or services by RCTC to the City, and shall timely provide approval or identify any nonconformities identified by the City within thirty (30) days, or such other reasonable period requested by RCTC.

- E. The City shall not allow any encroachment within the City's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.
- F. The City shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.
- H. The City shall work cooperatively, and shall provide prompt responses and assistance to RCTC to ensure the timely completion of the PS&E and ROW Phases including, but not limited to, expediting the review and approval of the Union Pacific Railroad Construction and Maintenance standard agreement in order to avoid potential schedule delays.
- I. The City shall promptly exercise all rights it may have, or shall assist RCTC in exercising rights on behalf of the City, under any franchise agreements or Caltrans Master Agreements for utilities that require relocation or protection for the Project.
- J. The City shall be responsible for fully funding the Project, and for providing any additional funding in the case of Project cost overruns or funding shortfalls.

3.7 Obligations of RCTC

A. RCTC shall serve as the lead agency for the PS&E and ROW Phases. RCTC shall be responsible for obligating state or federal funds, to the extent applicable; procuring, retaining and overseeing consultant(s) as required or reasonably necessary for completion of the PS&E and ROW Phases; and engaging and managing the PS&E Consultant. An amendment or new cooperative agreement will be prepared for the CON Phase to outline the anticipated Construction and Construction Management costs

- A. RCTC shall provide the City an opportunity to review and approve all design and construction documents for the Project prior to finalization of such design document for the Project for public bidding purposes.
- D. RCTC shall invoice the City for PS&E and ROW Phases expenses for

local funds, incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month. Invoices submitted to the City shall be in a form and include such detail as reasonably requested by the City.

- E. To the extent applicable, RCTC shall be the direct recipient of any federal and state funds to be provided for the Project, and shall invoice Caltrans for Project costs at minimum once every six months, or as otherwise required by Caltrans.
- F. All obligations of RCTC are subject to the availability of adequate funding for the Project to be provided by the City in accordance with this Agreement. RCTC is not responsible for any Project cost overruns or Project funding shortfalls.
- F. RCTC shall create any necessary Project records, reports and financial accounts to permit disbursement of allocated funds to RCTC, and shall ensure, to the extent applicable, that federal and state reporting requirements are met.
- G. As of the Effective Date, RCTC shall be solely responsible and liable for ensuring that the PS&E and ROW Phases are completed in compliance with all applicable federal and state rules and regulations to ensure future federal funding eligibility of the Project. The Parties agree that state or federal funding shall not be used to fund the PS&E Consultant services.
- H. RCTC shall process any required FTIP amendments.
- I. Additional ROW Phase Obligations.
 - 1. RCTC is responsible for all ROW work required for the Project except as expressly set forth in this Cooperative Agreement.
 - 2. RCTC shall make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project.
 - 3. RCTC shall provide City a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for City's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to ROW certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

4. RCTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
5. Acquisition of ROW will not occur prior to the approval of the environmental document without written approval from the CEQA lead agency for the Project.
6. RCTC will utilize a properly licensed consultant for all ROW activities. RCTC shall provide the City with copies of appraisal reports and acquisition documents upon request. RCTC will prepare ROW certification prior to advertising the construction contract. Physical and legal possession of the ROW must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.
7. RCTC shall be the lead agency on eminent domain activities, if required for the Project.
8. Title to any property to be transferred to City by RCTC shall be free of all encumbrances and liens, except as to those items which City agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide City with a policy of title insurance in City's name.

3.8 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold the City, its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

B. The City shall, at its sole cost and expense, indemnify, defend and hold RCTC and its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any

manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of City, its officials, officers, employees, agents, consultants or contractors in the performance of City obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

3.9 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.10 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.11 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.12 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.13 RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

3.14 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.15 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.16 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.17 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

3.18 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

<u>To RCTC:</u>	Riverside County Transportation Commission 4080 Lemon Street, Third Floor P.O. Box 12008 Riverside, CA 92502-2208 Attention: Executive Director
<u>Copy to:</u>	Best, Best & Krieger, LLP 3390 University Ave. 5fl. Riverside, CA 92501 Attention: Steven C. DeBaun
<u>To City:</u>	City of Beaumont 550 E. 6 th Street Beaumont, CA 92223 Attention: Director of Public Works City Engineer
<u>Copy to:</u>	Attention: City Attorney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.19 Time of Performance. Time is of the essence in the performance of this Agreement.

3.20 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.21 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.22 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.23 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.24 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

3.25 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE
TO
THE PENNSYLVANIA AVE GRADE SEPARATION PROJECT PLANS,
SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES
COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement as of the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

CITY OF BEAUMONT

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to RCTC

APPROVED AS TO FORM:

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT “A”

PS&E and ROW Phase Cost Estimate Breakdown

RCTC staff/Bechtel/legal support during PSE and ROW phases; PS&E Consultant; other related PS&E costs	\$9,000,000
Right of Way expenses	\$4,000,000
Contingency	\$1,000,000
Total	\$14,000,000

Agreement No. 26-72-026-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HDR ENGINEERING, INC.
FOR Plans, Specifications, & Estimates (PS&E) for the Pennsylvania Grade
Separation Project.**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HDR ENGINEERING, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering, environmental, project management and other services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services for the for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project ("Project"), as set forth in this Agreement.

F. The Commission is undertaking the Project in cooperation with the City of Beaumont ("City").

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional engineering, environmental, project management and other services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Commencement of Services.

The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Term.

3.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall be for two years, unless extended by contract amendment.

3.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

3.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

4. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

5. Consultant's Representative. Consultant hereby designates Mark Hager to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Mark Hager; Brian Smith; Julian Hernandez; Laura Comstock; Jason Pack; Josh Cospers.

7. Standard of Care; Licenses; Evaluation.

7.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission,

shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

7.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

8. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

9.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

9.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal

discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

9.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

10. Delay in Performance.

10.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

10.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

11. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

12. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

13. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

14.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance.

Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement.

16. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

17. Fees and Payment.

17.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed five million, eight hundred seventy-four thousand, three hundred one Dollars (\$5,874,301) without written approval of Commission's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other

authorized officer. Commission shall pay all undisputed amounts within 30 days following receipt of Consultant's statement.

17.3 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

17.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

18. Disputes.

18.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

18.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

19.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining

in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

19.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

19.4 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

19.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

19.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

19.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

19.8 Consultant may not terminate this Agreement except for cause.

19.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

20. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor and the Commission shall have access to any books, records, and documents of Consultant that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

21. Audit Review Procedures.

21.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

21.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

21.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

22. Subcontracting.

22.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

22.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

22.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

22.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

22.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

23. Equipment Purchase

23.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

23.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

23.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission.

23.4 All subcontracts in excess \$25,000 shall contain the above provisions.

24. Labor Code Requirements.

24.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

24.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

24.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are

not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

24.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

25. Ownership of Materials/Confidentiality.

25.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no

such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

25.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

25.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information,

and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

25.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, the City and their directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

26. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, the City and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, the City and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, the City or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, the City and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, the City and their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil

Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

27. Insurance.

27.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

27.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) Workers' Compensation and

Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

27.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include the types of work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

27.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, the City and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

27.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, the City and their directors, officials, officers, employees, and agents additional insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s or City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, the City and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, the City and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, the City and their directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(c) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, the City and their directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein

shall be available to the Commission, the City and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission and the City (if agreed to in a written contract or agreement) before the Commission's and the City's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this

Agreement. The Commission shall have the right to review complete copies of all insurance policies in effect for the duration of the Project at a local office of Consultant during normal business hours.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

27.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

27.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

27.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission shall have the right to review complete copies of all insurance policies in effect for the duration of the Project at a local office of Consultant during normal business hours.

27.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

27.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

28. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

29. Prohibited Interests.

29.1 Solicitation. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

29.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

29.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

29.5 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

29.6 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

31. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

32. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

33. Disputes; Attorneys' Fees.

33.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

33.2. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

34. Time of Essence. Time is of the essence for each and every provision of this Agreement.

35. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

36. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

HDR ENGINEERING, INC.
2280 Market Street, Suite 100
Riverside, CA 92501
ATTN: Mark Hager

COMMISSION:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

37. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

38. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

39. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

40. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

41. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

42. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

43. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code 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 agrees to comply with such provisions before commencing the performance of the Services.

44. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

45. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

46. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

47. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

48. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

49. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

50. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

**FOR plans, specifications, & estimates (PS&E) for the Pennsylvania Grade
Separation Project**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT HDR ENGINEERING, INC. By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

DRAFT

EXHIBIT A

Scope of Services

General Outline and Background information

The Pennsylvania Avenue Grade Separation Project is funded with **\$50 million in TCEP funds** administered by the California Transportation Commission (CTC). These funds are contingent upon meeting strict deadlines:

- **Environmental clearance** must be achieved by **December 2025**.
- **Ready-to-List (RTL)** milestone must be met by **June 2026**.

It is recognized that achieving the June 2026 RTL milestone is unlikely. RCTC intends to request a one-year extension from the CTC, moving the RTL milestone to **June 2027**.

Consultants shall coordinate closely with RCTC's and the City of Beaumont's existing consultant teams to ensure delivery of the Pennsylvania Avenue Grade Separation Project in the most timely and efficient manner. This includes, but is not limited to:

- Environmental consultant(s) advancing CEQA/NEPA clearance. – **Moffatt & Nichol (MN)** (ICF supporting City to coordinate processing/approvals; however, completion of the Project Approval/Environmental Document [PA/ED] phase environmental documentation remains the responsibility of Moffatt & Nichol)
- Engineering and design consultant(s) preparing the Geometric Approval Drawing (GAD), Design Standard Decision Document (DSDD), and Type Selection Report. – **HDR/IDC**
- Right-of-Way and utility consultants supporting acquisition and relocation planning. – **Monument**
- Union Pacific Railroad (UPRR) coordination teams working on track and structure design reviews and the Construction & Maintenance Agreement. – **HDR**

The consultant will be expected to facilitate regular communication, integrate schedule updates, and proactively resolve conflicts among these teams to maintain project momentum.

The consultant shall structure its work plan to align with these critical deadlines and shall identify all activities on the critical path (environmental clearance, UPRR reviews, design completion, ROW acquisition, and utility relocations). The consultant must also assist in developing mitigation strategies if schedule risks threaten funding authorization.

Key Expectations

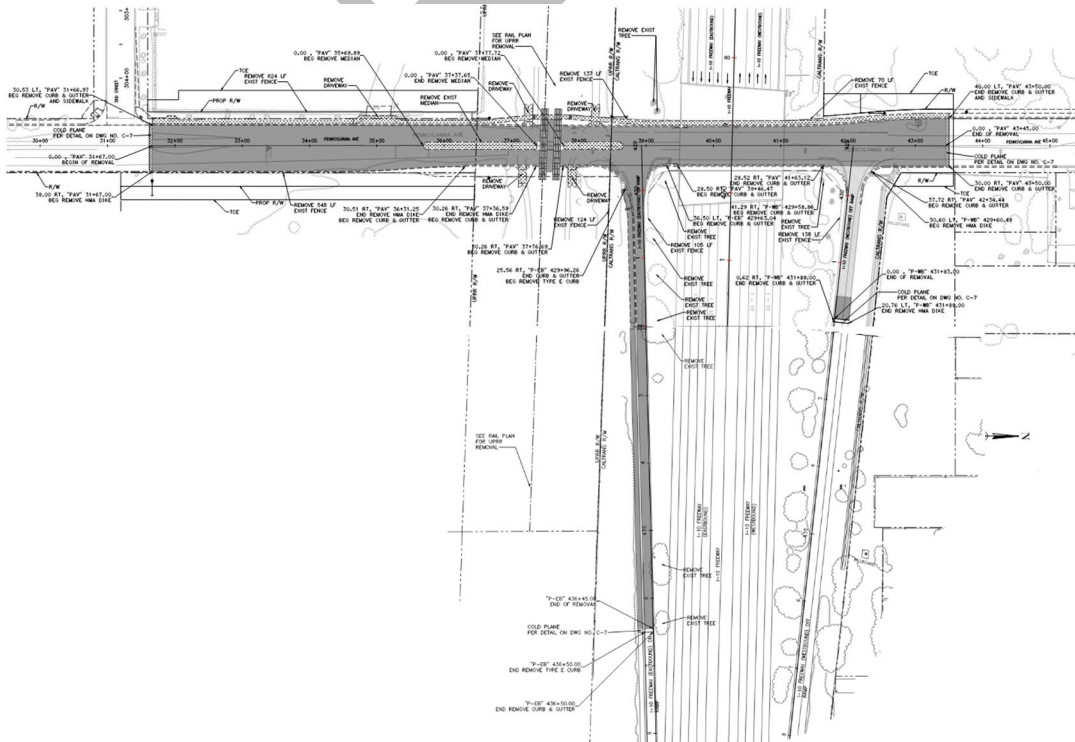
- Coordinate with existing consultant teams and UPRR reviewers.
- Align work products with critical funding deadlines (Dec 2025 environmental clearance; June 2026 RTL, with potential extension to June 2027). The PA/ED phase will be completed by the current consultant (IDC) and approved by the lead agency by December

2025. Upon completion, HDR will proceed with the PS&E phase and will support RCTC in delivering the project through the “Ready to List” (RTL) milestone.

- Support RCTC in securing CTC approval for a funding extension, including preparation of justification materials.
- Identify schedule risks early and recommend mitigation strategies to protect funding.
- Ensure ROW acquisition and utility relocation schedules account for long lead times and potential condemnation proceedings.

The Scope of Services will require the Consultant to provide all labor, equipment, tools, and furnishings necessary to complete the design of the Pennsylvania Avenue Grade Separation and prepare a final “Ready to List” (RTL) package that meets all Union Pacific Railroad (UPRR), California Department of Transportation (Caltrans), and City of Beaumont (City) requirements. Project tasks shall include, but are not necessarily limited to, those items noted below. **Many of the items listed have been partially or fully completed. Details of the work completed and the remaining work that needs to be done are provided in the Detailed Scope of Services.** If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant’s proposal. The Scope of Services shall generally include the following tasks:

The scope of services and associated fee estimate provided by HDR are based on the current project geometry depicted in the IDC’s PS&E plans including UPRR bridge plans dated January/February 2025. Any design deficiencies or required modifications to the project geometry identified during the work will be promptly communicated to RCTC. Should such changes necessitate revisions to the project design, HDR will submit a formal scope amendment, including any related adjustments to schedule and budget, for RCTC’s review and approval.



The following table provides a summary of HDR approach and assumptions for developing the fee estimate. The task numbers align with the detailed fee spreadsheet provided by HDR.

Task Number	Task Name	Completed By Agency (Firm)	Added Scope	Optional (Contingency)	Notes
1.3	Risk Register	RCTC (HDR)	X		RCTC/Caltrans Requirement
2.1	Aerial mapping and supplemental field survey	RCTC (HDR)	X		To establish existing project conditions after Pennsylvania Ave. widening (risk reduction)
2.2	Supplemental potholing	RCTC (HDR)		X	Reserved budget.
2.3	Environmental Testing	RCTC (HDR)	X		Per ISA Phase 1.
3.1	Caltrans Geometric Approval Drawing (GAD)	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
3.2	Caltrans DSDD	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
3.3	Caltrans Structural TSR	RCTC (HDR)		X	Finalize and obtain Caltrans approval.
5.1	Monument Preservation/Record of Survey Map	RCTC (HDR)	X		Recommended to establish accurate property boundaries and easements.
5.2.2	Right of Way Appraisal and Acquisition Services	RCTC			Will be completed by RCTC ROW on-call Bench. HDR will handle ROW engineering and has included incidental coordination hours. .
7.2	H&H Report	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
7.3	TMP	RCTC (HDR)		X	Additional budget if D8 does not develop the entire report and additional effort needed by HDR team.
7.4	Additional geotechnical investigation	RCTC (HDR)	X		Additional boring for retaining walls, UPRR bridge piles and along the realigned sewer and water lines
7.5	Value Analysis	RCTC (HDR)	X		Required for >\$50 mil. project construction cost.
7.5	VA Design Implementation	RCTC (HDR)		X	Since the VA design refinements are not yet defined, HDR is assuming a budget as optional and will confirm the effort and final budget after the VA.
7.6	Constructability Review	RCTC			RCTC will perform task via On-Call Bench prior to construction

7.7	HSM	RCTC (HDR)		X	HDR/IDC may complete this task under the existing contract with the city subject to schedule and budget. This contingency budget was added if the report requires additional effort or coordination with Caltrans under the RCTC contract.
7.1.1	Water Quality Management Plan (WQMP)	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
7.1.2	Storm Water Data Report (SWDR)	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
8.1.5	Resident Engineer file	RCTC (HDR)	X		Caltrans requirement.
8.2.1	Drainage and Stormwater Plans	RCTC (HDR / IDC)		X	IDC will complete task as a sub to HDR. HDR has included an additional contingency budget for HDR to perform the task in full if directed to do so.
8.2.2	Shoofly T-Wall Design Support	RCTC (HDR / IDC)		X	Design Support for manufacture wall as needed/or explore cost saving alternatives for temporary shoofly.
9.6	Community Engagement	RCTC (with HDR support)			HDR has included incidental coordination hours under Task 1 to support the outreach effort.

1. Task 1: Project Administration

- Project Management Plan
- Quality Control
- Project Controls
- Project Meetings
- Detailed Project Schedule
- Risk Register

2. Task 2: Data Collection & Analysis

- Survey and Aerial Mapping

- Geotechnical
 - Environmental Testing, as required
 - Potholing
 - Right-of-Way Base Mapping
 - Utility Notification & Base Mapping
 - Caltrans Traffic Reports
 - As-Built Information
3. Task 3: Conceptual Design
- Caltrans Geometric Approval Drawing (GAD)
 - Caltrans Design Standard Decision Document (DSDD)
 - Caltrans Structural Type Selection Report
 - UPRR Structural Type Selection Report
 - Caltrans QMAP DEER Report
 - Landscape and Aesthetic Concepts
4. Task 4: Environmental
- CEQA
 - NEPA
 - MSHCP & Regulatory Permitting
5. Task 5: Right-Of-Way Design, Acquisition and Certification
- Right-of-way Maps
 - Appraisal Maps, Plats, and Descriptions
6. Task 6: Utility Relocation Design and Certification
- Southern California Edison (SCE)
 - MCI (now known as Verizon Business)
 - AT&T Distribution
 - Sewer (City of Beaumont)
 - Water (Beaumont Cherry Valley Water District)
 - Gas (So Cal Gas)
 - Storm Drain (RCFC & WCD)
 - Dry Utilities (Frontier, Spectrum, AT&T, MCI))
7. Task 7: Project Reports
- Water Quality Management Plan (WQMP)
 - Hydrology and Hydraulics Report
 - Traffic Management Plan
 - Geotechnical Report
 - Value Analysis

- Constructability Review Workshop
- HSM
- 8. Task 8: Plans, Specifications, and Estimate (PS&E)
 - Calculations
 - Plan Preparation
 - Specifications
 - Cost Estimates
 - Construction Schedule
 - Resident Engineer File
- 9. Task 9: Coordination, Agreements, & Permits
 - Union Pacific Railroad (UPRR)
 - California Public Utilities Commission (CPUC)
 - Caltrans District 8
 - Riverside County Flood Control
 - Line 2 Storm Drain Design Consultant
 - Community Engagement
 - Environmental Permits such as 401, 404 and 1602 Permits
- 10. Task 10: Bidding Support Services
 - Bidding Services

Detailed Scope of Services

Task 1 – Project Administration

This task includes the day-to-day management of the Project. The Consultant Project Manager shall maintain ongoing liaison with the RCTC Project Manager, the City, agency contacts, railroad, regulatory agencies and utility companies to promote effective coordination during the course of project development. The following management and administrative duties shall be performed:

- Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.
- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda, as appropriate.
- Maintain Project files
- Provide monthly progress reports with monthly invoices that meet the requirement of RCTC. Manage the project budget including that of the subconsultants, and ensure that each invoice clearly indicates the task, budget, and expenditure. At no time shall an invoice be submitted with a task or subconsultant budget going negative, i.e. overspent for the task.

1.1 PROJECT MANAGEMENT PLAN

A comprehensive Project Management Plan (PMP) will be prepared to communicate this scope of

services and technical requirements to project participants. The PMP shall identify the procedures and technical requirements that are to be followed in developing project deliverables. The PMP shall also describe the responsibilities of each participant in the project. The following items shall be in the PMP:

- Scope of Services
- Log of Deliverables
 - Consultant shall prepare a list of deliverables indicating the applicable Scope of Services section, dates submitted/approved, and file locations conforming to the Project's electronic filing system.
- Baseline Project Schedule
 - A Critical Path Method (CPM) schedule shall be prepared by the Consultant and shall be updated monthly or when changes in scope or budget occur. The initial CPM schedule shall be provided within two (2) weeks from Notice to Proceed (NTP). This schedule shall be included in the PMP and will serve as the baseline schedule for the Project. The schedule shall include a list of tasks and sub-tasks, milestones, major activities and deliverables. Agency review times of each submittal shall be included in the schedule. Issuance of permits needed shall also be included.
- Project Electronic Filing System
 - Project files shall be indexed in accordance with Caltrans' Project Development Uniform File System.
- CADD Procedures
 - Plans shall be prepared in AutoCAD 2022 format or newer. All plans within Caltrans right-of-way will be prepared in conformance with the latest Caltrans CADD User's Manual and the Caltrans Drafting Manual. For items outside of Caltrans right-of-way, plans shall be prepared according to City Standards. CADD files for the UPRR will follow their standards and comply with UPRR requirements.
 - Assumption: The Consultant will continue to use the existing CADD software, standards, sheet borders, and cut sheets established by the previous Consultant (IDC) for Caltrans, UPRR, and the City. These formats are assumed to be acceptable to the agencies for submittals through the RTL milestone, and separate agency specific plan sets, or sheet borders are not required.
- Invoicing Instructions
 - Consultant monthly invoices shall be reported by task and shall be accompanied by a progress report. RCTC shall supply invoicing requirements for inclusion in the PMP.
- Design Standards
 - Consultant shall prepare a list of applicable design standards. Plans and specifications shall be prepared in accordance with current AASHTO and Caltrans' regulations, policies, procedures, manuals, and standards.
 - Compliance with American Railway Engineering and Maintenance of Way Association (AREMA), Union Pacific Railroad (UPRR) Guidelines for Railroad Grade Separation Projects and/or County or City Standards shall also be required, as appropriate. Plans, specifications, and estimates for the bridge shall be prepared in

accordance with current Caltrans standards.

Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City/utility standard plan and profile sheets. Design of improvements within Caltrans right-of-way need to be prepared per Caltrans respective standard drawings and plans.

Deliverables

- ***Project Management Plan***
- ***Baseline Project Schedule***

1.2 QUALITY CONTROL PLAN

The Consultant shall prepare and maintain a Quality Control Plan (QCP) throughout performance of services. The intent is to monitor quality to ensure that reports, plans, studies, estimates, and other deliverables submitted are complete, accurate, checked, conform to UPRR, Caltrans and RCTC standards, and meet professional engineering practice standards in effect at the time of execution. The QCP shall be submitted to the RCTC within thirty (30) calendar days of NTP. Consultant shall hold a training session with all project participants responsible for the development and/or checking of deliverables to ensure the appropriate procedures are followed.

RCTC shall provide a copy of their general Quality Assurance Plan that has been reviewed and approved by Caltrans. This plan outlines general requirements that RCTC and the projects RCTC manage must comply with.

Deliverables:

- ***Quality Control Plan***

1.3 PROJECT CONTROLS (BUDGETING, COST ACCOUNTING, AND PROGRESS REPORTING)

This task will establish the baseline project controls for which the project performance will be measured against on a monthly basis.

Consultant shall prepare budgets for each task and milestone for the Project. Such budgets will be entered into the Consultant's Management Information System along with actual costs incurred and used as a basis for cost monitoring and control. Consultant shall prepare monthly reports of expenditures for the Project by task and milestone. Expenditures include direct labor costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to RCTC every month and shall be in accordance with the RCTC invoice requirements.

Progress reports shall also be prepared in accordance with RCTC guidelines and shall accompany monthly invoices. The project schedule shall be updated regularly as well and shall show actual progress to date versus the baseline project schedule. At a minimum an updated project schedule shall be submitted with monthly invoices.

HDR will develop and maintain a project risk register as required by RCTC throughout the project's design phase. The risk register will be organized by package and will identify potential design and construction phase risks that may arise throughout the life of the project so that appropriate

mitigation or avoidance plans can be identified and monitored throughout the design duration.

Deliverables:

- ***Baseline Project Controls***
- ***Monthly Invoices***
- ***Monthly Progress Reports***
- ***Regular Schedule Updates***
- ***Risk Register (up to 3 risk meeting)***

1.4 PROJECT DEVELOPMENT TEAM MEETINGS

Project Development Team (PDT) meetings shall be conducted throughout the Project. The RCTC and City shall identify the members of the PDT, which shall include the RCTC and City Project Manager, the Consultant team, and other representatives from affected agencies. Trend meetings will be held bi-weekly with the RCTC/City and Consultant team, and monthly PDT meetings with Caltrans. The Consultant shall provide the meeting agenda and will prepare exhibits (as needed) for discussion. The Consultant shall prepare meeting minutes and shall distribute the minutes to all attendees within seven (7) days after the meeting. Minutes shall include, at a minimum:

- A list of attendees with phone numbers and email.
- A synopsis of discussion items.
- Any pertinent information, action items, and all follow-ups to the action items.

Deliverables:

- ***PDT Meeting Agendas***
- ***PDT Meeting Minutes***

Task 2 – Data Collection and Analysis

The Project will involve the review and assimilation of a large amount of existing data and the generation of new data. The Consultant shall perform research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout improvements above and underground within City Right- of-Way (ROW), private properties affected by the Project, UPRR ROW, and within Caltrans ROW. Consultant shall layout easements, centerline, ROW, addresses and private property lines.

Consultant shall perform research of records including utilities, and other agency records as necessary to secure information required to identify, locate, and accurately layout existing utilities, improvements, easements, and rights-of-way within project limits that may interfere with the proposed improvements. The information to be researched includes the following:

- Review existing utility and street record drawing plans.
- Review existing, I-10 overpass bridge as-built plans and inspection reports.
- Perform utility investigation/utility coordination and provide utility relocation recommendations.

- Perform an existing utility easement investigation (Prior Rights for proposed relocation).
- Perform a site visit to review the above ground conditions that may impact the landscape portion of the project. In addition, existing trees will be identified and catalogued.

Previous studies, relevant reports, and existing data will be evaluated to capture elements and information that can be useful in developing the project. Consultant shall make the best use of existing data to minimize waste and duplication of work efforts. **Work that has been completed to date is described in each section.**

2.1 SURVEY AND AERIAL MAPPING

Work Completed to Date: Survey and mapping of the project area has already been completed, and the files are provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

Based on HDR review of the aerial topography and survey files, it appears that the aerial mapping was developed in 2017, and the field survey shots were collected at various times during the Pennsylvania Widening projects. As a result, the existing survey data may not accurately represent current field conditions. HDR has included in the scope a new aerial mapping, as detailed in the RCTC's scope of work, along with additional field surveys at the tie-in points. To maintain the design schedule, the HDR team following RCTC's approval will proceed with the design to the 100% milestone using the existing survey data. Once the new survey information becomes available, the team will verify the final design against the updated field survey data. This approach is necessary to establish accurate existing conditions for the project and help mitigate potential contractor claims. If the new survey reveals significant design changes, any delays or scope change will be promptly communicated to RCTC, and necessary actions will be coordinated and approved by RCTC before proceeding.

Supplemental survey: a budget was allocated for field surveys to accommodate any additional surveying that may be required during the PS&E phase.

The project alignment will be flown to produce 50-scale topographic mapping with a 1-foot contour interval and current high resolution color orthophotographs. Plans shall also include along the UPRR R/W for a distance necessary for the design of temporary shoo-fly tracks during the construction phase and shall be consistent with UPRR survey requirements and standards.

Aerial mapping will be prepared in conformance with Chapter 13 "Photogrammetry Surveys" of the Caltrans Survey Manual and to the Caltrans CADD Mapping Standards and Specifications. The photogrammetrist will prepare and submit copies of the required information in conformance of the Caltrans A-B-C photogrammetry process. Horizontal and Vertical aerial control panels will be set to meet aerial triangulation requirements. The mapping will be prepared to 1" = 50' scale with 1-foot contours and will be delivered in a Microstation v8 format.

Surveys shall be performed by Consultant in accordance with the current Caltrans "Survey Manual" and its revisions, as well as UPRR requirements. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards. The Consultant shall be responsible for verifying the data with the RCTC and the City. Consultant shall obtain applicable encroachment permits prior to beginning any field investigation. Consultant and Subconsultants shall obtain necessary training including applicable rail safety program prior to performing field investigations. All said training shall be at the sole cost of the Consultant and at no additional cost to the RCTC/City.

Consultant shall perform design surveys including mapping and mapping updates, necessary to complete a constructible PS&E. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. Surveys performed by Consultant shall conform to the requirements of the Land Surveyors Act and per Authority's direction. In accordance with the Act, "responsible charge" for the work shall reside with a Registered Civil Engineer registered prior to January 1, 1982, or a Licensed Land Surveyor, in the State of California.

Deliverables:

- *Digital Terrain Model (.dtm) in CADD format*
- *Digital orthophoto in digital (.tif) format*
- *Aerial Topographic Map in CADD format*
- *Survey points in CSV format*

2.2 POTHOLING

Work Completed to Date: Utility potholing in the project area has been completed, and pothole plans are provided in the links to this RFP. Final results of the potholing are forthcoming, and will be provided to the consultant upon receipt by the City. Based on the review of the existing pothole plans, if the consultant decides that additional potholing is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

Supplemental potholing: budget was allocated as part of the project ODC for additional potholing that may be required during the PS&E phase. The final cost estimate will be provided by the HDR's subcontractor to RCTC once the number of potholes has been determined.

The Consultant will perform utility investigation services using industry acceptable methods (i.e., electronic pipe and cable locating equipment, Ground Penetrating Radar (GPR), Pipeline Current Mapper (PCM), etc.) to determine the approximate horizontal position and count of existing utilities within the project limits. Consultant will compare any available utility record information with the results of field investigation services to ensure utilities have been accounted for.

Gravity lines such as sewer, storm sewer, etc., typically cannot be located using the above methods due to lack of tracer wire or depth of the utility being beyond the limitations for GPR. In the event these utilities cannot be located, and precise location and depth is needed, vacuum excavation (potholing) will be provided.

The Consultant will perform utility potholes using air vacuum excavation at predetermined locations to document the precise horizontal and vertical position of existing utilities within the investigation area. Data collected as a result of potholing activities will be presented in a Portable Document Format (PDF) report that will include pothole number, utility type, size, material, depth and pictures of the exposed utility, and picture of the wooden lath with pothole information clearly visible. Once the utility data has been collected the pothole will be restored to its previous condition using native backfill and in-kind surface restoration materials.

Consultant shall coordinate the use of field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls.

Assumptions:

- Engineer Stamped Traffic Control Plans are not included. Any potholing requiring traffic control is assumed to be performed in accordance with the WATCH Manual.
- Additional utility potholes and/or crew hours without written approval will be the responsibility of the Consultant.

Deliverables:

- ***Matrix of Pothole Information***
- ***Pothole Data Plan (to be included in milestone PS&E submittals)***

2.3 ENVIRONMENTAL TESTING

Work Completed to Date: Leighton (Verdantas) completed an Initial Site Assessment in July 2024. The report documented recognized environmental conditions that may affect the project area or pose a hazardous waste risk to the project. The ISA recommended that a subsequent investigation include soil characterization for contaminants resulting from historical railroad operations and an aerially-deposited lead survey for soil that would be excavated by the proposed project. Also recommended was a hazardous building materials survey for structures that would be modified or demolished by the proposed project.

Scope: The Consultant will perform a Preliminary Site Investigation (PSI) that conforms to the Caltrans PSI standards. The investigation will include coordination with the engineering design team to determine the project areas and depths that will be subject to ground disturbance, preparation of a work plan and health and safety plan, sampling of soil within the proposed project area, laboratory analysis of samples for contaminants of concern, , which include aerially-deposited lead (ADL), other Title 22 metals, petroleum hydrocarbons, and polynuclear aromatic hydrocarbons. Results and findings will be provided in a Preliminary Site Investigation Report. The PSI will be overseen by a California-licensed Professional Geologist with expertise in contaminated site characterization.

The Consultant will also perform a Hazardous Materials Survey. The survey will include coordination with the engineering design team to determine which structures will be subject to demolition or modification, conducting a hazardous building materials survey for asbestos-containing materials and lead-based paint, sampling and analysis of suspect building materials, and reporting of the results and findings in a Hazardous Materials Survey Report. The Hazardous

Materials Survey will be overseen by a California-licensed Certified Asbestos Consultant.

Deliverables:

- *Preliminary Site Investigation Work Plan*
- *Site-specific Health and Safety Plan*
- *Preliminary Site Investigation Report*
- *Hazardous Materials Survey Report*

2.4 RIGHT-OF-WAY BASE MAPPING

Work Completed to Date: Right-of-way base mapping has been performed and a ROW map is provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be as described in this section.

The Consultant shall perform research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout above and underground improvements and easements, centerline, ROW, and private property lines. Consultant shall research and review previous work performed to date in the Project vicinity that impacts the design of the improvements, including:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership records (Title Reports)
- Preliminary engineering and reports for this Project
- City/other agency engineering design standards, codes, and plan processing procedures

Cadastral research will be conducted at the County Surveyor's Office and the City to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey, Centerline Ties and Benchmark Data.

Key centerline monuments will be located along the street segments and calculate the centerline and record right-of-way alignments of the same. The centerline will be established from a combination of found monuments, centerline ties, and record data obtained during the data collection phase. Street and railroad rights-of-way and adjoining parcel lines will be established from record cadastral research and assessor data where applicable.

The Consultant shall prepare a landnet and right-of-way base maps in accordance with Caltrans requirements. Base maps shall show existing features consisting of lots along Pennsylvania Avenue with all right-of-way and easement areas, assessor's parcel numbers, addresses, types of businesses, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, and improvements in the acquisition areas and existing driveways. Utility easements and other encumbrances shall be identified and plotted on the Right-of-Way Base Map.

Deliverables:

- *Record Right-of-Way Base Map in CADD, PDF, and KMZ formats*

2.5 UTILITY NOTIFICATION AND UTILITY BASE MAPPING

Work Completed to Date: Utility Notification has already been completed, and a utility base map has been completed. Notification letters and the utility base map are provided in the links to this RFP. If the consultant determines that additional utility base map work is needed based on review of the documents, the consultant shall include that to the scope of this project.

Assumption: HDR will validate the existing utility base map and based on research there are additional utility owners that will need to be coordinated with such as AT&T Distribution.

Deliverables:

- *Utility Base Map in PDF and CADD format.*

2.6 CALTRANS TRAFFIC REPORTS

Work Completed to Date: This project has a Caltrans approved Traffic Volumes Report, and Caltrans Approved Step Two Intersection Control Evaluation (ICE). These documents are provided in the links to this RFP.

Task 3 – Conceptual Design

3.1 CALTRANS GEOMETRIC APPROVAL DRAWING (GAD)

Work Completed to Date: To date the GAD is approximately 80% Complete. The most recent GAD submittal is provided in the links to this RFP, together with all previous GAD submittals and Caltrans comments. The most current sight distance and truck turning exhibits are also provided with the GAD documents.

The Consultant is required to review the existing GAD documents and complete the GAD with full Caltrans approval.

Deliverables:

- *Caltrans Approved GAD document*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the GAD is not approved under the City contract and further coordination and/or

revisions are required to obtain Caltrans approval.

3.2 CALTRANS DESIGN STANDARD DECISION DOCUMENT (DSDD)

Work Completed to Date: To date the DSDD is approximately 80% complete. The most recent DSDD submittal is provided in the links to this RFP, together with all previous DSDD submittals and Caltrans comments.

The Consultant is required to review the existing DSDD documents and complete the DSDD with full Caltrans approval.

Deliverables:

- *Caltrans Approved DSDD document*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the DSDD is not approved under the City contract and further coordination and/or revisions are required to obtain Caltrans approval.

3.3 CALTRANS STRUCTURAL TYPE SELECTION REPORT

Work Completed to Date: A Caltrans Structural Type Selection is needed for retaining walls that are located in the Caltrans ROW. The current type selection report is approximately 70% Complete. The most recent Type Selection Report submittal is provided in the links to this RFP, together with all previous submittals and Caltrans comments.

The Consultant is required to review the existing Type Selection document and complete the Type Selection Report with full Caltrans approval.

Deliverables:

- *Caltrans Approved Structural Type Selection Report (TSR)*

Assumption: A contingency (optional) budget is included in this fee to address potential additional effort if the TSR is not approved under the City contract and further coordination and/or revisions are required to obtain Caltrans approval.

3.4 UPRR STRUCTURAL TYPE SELECTION REPORT

Work Completed to Date: The UPRR Structural Type Selection Report is Complete. The Type Selection Report submittal is provided in the links to this RFP, together with all previous submittals and UPRR comments. UPRR bridge plans are at the 60% PS&E stage, and the current team is submitting them to UPRR for review.

3.5 CALTRANS QMAP DEER REPORT

Work Completed to Date: To date this report has not been initiated.

Caltrans has confirmed that this project will require a Design Engineering Evaluation Report (DEER) under the Caltrans Quality Management Assessment Process (QMAP). The design consultant will be required to complete this report per Caltrans standards.

Deliverables:

- ***Caltrans Approved QMAP DEER Report***

3.6 LANDSCAPE & AESTHETIC CONCEPTS

Work Completed to Date: The work described in this section has not been started yet. The Consultant shall complete the work as described in this section.

Landscape

Based on input provided by the RCTC and the City, the stakeholders and the information gathered during the site reconnaissance, the Consultant shall define opportunities and constraints including site features and context, climatic influences, pedestrian and vehicular circulation systems, landscape planting, and view corridors for use in the preparation of the landscape concept plan. Conceptual plans or exhibits shall be submitted. The landscape concept shall contain an initial plant palette, planting design, and median hardscape treatments. Consultant shall prepare an image board composed of relevant imagery. Proposed hardscape and softscape materials and finishes shall be included to further illustrate the design intent. Image boards may be presented at community outreach meetings, at the RCTC/City's discretion.

Bridge

Two (2) concepts for the railroad bridge and retaining walls will be developed in 3D to include Caltrans bridge and surrounding topography. C. Aesthetic options will be presented at community outreach meetings for stakeholder input and selection of preferred bridge aesthetic.

Deliverables:

- ***Landscape Concepts***
- ***Bridge and Retaining Wall Aesthetic Concepts***
- ***Up to two (2) Color Landscape Image Boards/Exhibits.***
- ***Final plans of the approved aesthetic design (incorporated into the corresponding structure and civil drawings)***

Assumptions:

- Two (2) revisions to the landscape concepts are included in this scope.
- Final renderings of the bridge will include generic landscape design.

Task 4 – Environmental

Environmental Documentation (CEQA/NEPA)

The Project has been approved for funding through the California Transportation Commission (CTC) under the Trade Corridor Enhancement Program (TCEP). A portion of this funding is anticipated to be federal funds. As such, the NEPA process is required. A Categorical Exclusion

(CE) is anticipated under NEPA and a Statutory Exemption is anticipated for CEQA, with Caltrans as the lead agency for both NEPA/CEQA. Environmental clearance is required by December 2025 to satisfy the TCEP funding requirement.

The City's current consultant is responsible for preparation and completion of the CEQA/NEPA environmental documentation, including all technical studies, agency coordination, and public involvement. These responsibilities remain with the City's existing consultant and are not included in this scope of work.

4.1 - CEQA/NEPA REVALIDATION

The Consultant shall prepare a CEQA/NEPA revalidation to confirm the adequacy of the previously approved environmental documents. This task will include review of the existing environmental clearance, identification of any changes in project scope or regulatory requirements, and coordination with the City and lead agencies to ensure compliance with CEQA/NEPA. It is assumed that the project design will remain consistent with what is included in the adopted CEQA/NEPA documentation and entirely within the limits of disturbance (LOD) addressed in the adopted CEQA/NEPA document and technical studies that were prepared and approved during the PA/ED phase. It is assumed that the Project will remain consistent with the findings presented in the previously adopted CEQA/NEPA documentation, that no new or supplemental technical studies will be required, and that no other environmental documentation beyond the CEQA/NEPA Re-Validation form and directly incorporated discussions will be required.

Deliverables:

- *Draft and Final revalidation memorandum documenting the findings.*
- *Final Environmental Certification*

4.2 MSHCP AND REGULATORY PERMITTING

Work Completed to Date: The Determination for Biologically Equivalent or Superior Preservation (DBESP) has been prepared and provided to Caltrans for review and approval and will then be submitted to the resource agencies (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife). It is assumed that MN, under contract to the City, will be responsible for completing all MSHCP related documentation and obtaining all MSHCP related approvals, including identifying and obtaining concurrence and approval regarding all aspects of mitigation for the project. ICF has included hours to provide support to the team for coordination and to provide MSHCP expertise where needed. As it is not known what level of support will ultimately be requested from ICF related to MSHCP compliance, the amount of effort included is an estimate and if additional effort is required then this will be communicated to RCTC and HDR so that an amendment can be provided to address this additional effort.

Regulatory Permitting will require a permit with the California Department of Fish and Wildlife (CDFW) Regional Water Quality Control Board (RWQCB). A Jurisdictional Delineation Verification memorandum will be prepared to confirm/update the jurisdictional waters information included in the Jurisdictional Delineation Report that was approved during the PA/ED phase of the Project. An Approved Jurisdictional Determination Request will be prepared for the submittal to USACE for

approval, along with an application for a Waste Discharge Requirements permit from the Regional Water Quality Control Board (RWQCB) and Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW). It is assumed that the mitigation information and agreements obtained by MN during the DBESP process will be acceptable to RWQCB and CDFW for any impacts to jurisdictional waters. If mitigation acceptable to the resource agencies cannot be identified and negotiated by MN this will not be the responsibility of HDR or ICF. All fees related to MSHCP and Regulatory Permitting will be paid for by the City/RCTC.

Deliverables:

- Draft Jurisdictional Delineation Verification Memorandum for RCTC review and then Caltrans review
- Final Jurisdictional Delineation Verification Memorandum for RCTC review and Caltrans review and concurrence
- Draft Approved Jurisdictional Determination Request for RCTC review and then Caltrans review
- Final Approved Jurisdictional Determination Request for RCTC and Caltrans review and concurrence and submittal to the USACE.
- Draft Waste Discharge Requirements application package for RCTC and then Caltrans review
- Final Waste Discharge Requirements application package for RCTC and Caltrans review and concurrence
- Draft Streambed Alteration Agreement application package for RCTC and then Caltrans review
- Final Streambed Alteration Agreement application package for RCTC and Caltrans review and concurrence

Task 5 – Right-of-Way Design and Certification

Licensed land surveyors will perform right-of-way engineering, mapping, and field surveys required for this task. This Project will require the acquisition of additional right-of-way. The acquisition process shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the California Relocation Assistance Law, Title 25 of the California Code of Regulations, California Government Code, Code of Civil Procedure, Caltrans Right of Way and Local Assistance Procedures Manuals, RCTC's Right of Way Policies and Procedures Manual, and corresponding Regulations. RCTC will review and approve all right-of-way-related work and deliverables.

5.1 RIGHT-OF-WAY MAPS

Work Completed to Date: Right-of-way base mapping has been performed and a ROW map is provided in the links to this RFP. Based on the review of the existing documents, if the consultant decides that additional work is necessary to complete the design, the consultant shall include the work in their proposed scope. The completed work should be described in this section.

The Record Landnet and Right-of-Way Base Map prepared during the data collection phase shall

serve as the base map indicating existing features. Right-of-Way Maps shall include the following:

- Consultant shall identify improvements including monument business signs etc. that will be removed and or relocated as a part of the Project.
- Consultant shall perform field boundary surveys for those parcels to be encumbrance by full or partial acquisitions and temporary construction easements. The results of the boundary survey will be shown on a Record of Survey Map. Consultant will prepare a right-of-way maps at a scale approved by Caltrans reflecting right-of-way for the Project, including acquisitions and easements required for maintenance access, drainage, material sites, utilities, and construction work areas, as necessary. The Consultant shall also show access control.

Deliverables:

- ***Right-of-Way Map***
- ***Record of Survey Map (Pre Construction Record of Survey)***

5.2 APPRAISAL MAPS, PLATS, AND DESCRIPTIONS

Assumption: It is assumed that the activities under Task 5.2.2 in the HDR detailed fee spreadsheet will be completed by others and are excluded from HDR scope.

Work Completed to Date: This portion of the ROW work has not been started yet.

- The Consultant shall hire a Right-of-Way Acquisition Consultant to prepare legal descriptions, plats, deeds, and exhibits/maps for each parcel acceptable to Caltrans and RCTC for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the Project. This applies to both acquisition and closeout/out grant parcel legal descriptions, plats, and deeds.
- The Consultant shall prepare Right-of-Way Appraisal Maps acceptable to Caltrans. Appraisal Maps will include information prepared during the Record Landnet phase and delineate the locations and land area for each acquisition/easement in this project.
- The Consultant will use the Appraisal Map information to prepare legal descriptions, plats, and exhibits/maps acceptable to utility companies (as required) and RCTC for conveyance of marketable title interests and accurate representation of easements necessary for construction of the Project and for out grant parcels during Project closeout.
- A licensed Appraiser hired by the Consultant will be responsible for the preparation of appraisals, including appraisal reviews, as required by Caltrans.
- Consultant shall provide the required documentation to the Appraiser to allow them to prepare the necessary appraisals for any property required for the Project.
- The Consultant shall be responsible for right-of- way negotiations and coordination with RCTC representatives.
- The consultant will provide support in preparation for eminent domain, if necessary.
- The Consultant shall prepare the necessary Caltrans Local Assistance Paperwork associated with utility relocations.

- The Right-of-Way Consultant shall prepare exhibits and descriptions for Temporary Construction Easements (TCE) to assist the Appraiser and the Consultant in performing appraisals and final property acquisitions.

Deliverables:

- *Right of Way Appraisal Map*
- *Plats and Legal Descriptions*
- *Legal Descriptions & Exhibits*
- *Appraisals and property acquisitions, including eminent domain preparation*
- *Caltrans ROW certification*

Task 6 – Utility Relocation Design and Certification

Work Completed to Date: Some draft level utility design has already been completed as described below. The most current files are provided with links to this RFP. The consultant shall complete the utility design as described in this section.

- Southern California Edison (SCE) – Application, payment, and contract complete. Edison design has not started
- Sewer (City of Beaumont) – Draft 30% level design
- Water (Beaumont Cherry Valley Water District) – Draft 30% level design
- Gas (So Cal Gas) – Coordination has not started. The design to be completed by SCG.
- Storm Drain (RCFC&WCD) – Draft 50% level design – Coordination with Line 2 Project (Separate Consultant) See coordination section of this RFP.
- Dry Utilities (Frontier, Spectrum, ATT, MCI)) – Coordination has not started. The design to be completed by respective owners.

The Consultant shall coordinate with utility owners, RCTC and the City with respect to utility related matters. Consultant shall provide copies of all correspondence with utility companies and other utility related information to the RCTC and the City. Correspondence, as described herein, shall be prepared by the Consultant for either Consultant or RCTC/City signature, as appropriate, as directed by the RCTC Project Manager.

Consultant shall monitor responses of utility notices received and make recommendations for mitigating conflicts. Consultant shall provide written responses to utility companies regarding stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the City's Project Manager as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

- Consultant, through City staff, shall request and obtain written acknowledgement of any conflicts from the respective utility owners.
- Reasonable efforts shall be made to accommodate utility company requests for design changes to accommodate their facilities. Consultant understands that the utility companies are generally operating within the City right-of-way but may have prior rights to that of the City in some cases.

- Consultant to provide technical exhibits, scope descriptions, CAD data and plan references to support utility companies' development of their relocation plan.
- Consultant shall monitor each utility owner that has conflicting facilities and shall obtain relocation plans and other relevant information from utility owner. Consultant shall review and approve relocation plans for conformance with the requirements of the project.
- Consultant will provide support to review and comment on third-party utility design plans provided by the utility companies (SCE, SoCal Gas, Frontier, AT&T etc.). Plan review will consider routes; conflicts with other utilities; impacts to existing and proposed improvements; and potential easements.
- Consultant to develop and update utility relocation schedules with respect to roadway/bridge/rail work.
- Consultant shall coordinate inclusion of special provisions in City's RFP documents for adjustments and relocations of utility facilities as alternate proposal items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by City between the City and the owning utility companies. Consultant shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.
- Consultant shall make recommendations for special provision language regarding utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.
- For utility conflicts with City owned sewer and Beaumont Cherry Valley Water District's water lines, Consultant shall prepare the required relocation plans as necessary to provide biddable Plans and Specifications. The Consultant shall work with the City and the Water District for review and approval of the utility relocation plans.
- For utility conflicts or improvements within properties that will be affected by the Project, the Consultant is responsible for preparing the needed plans for relocation or demolitions and re-establishment (such as water, sewer, electrical services, gas services, and communication).

Consultant shall develop and maintain a master utility matrix throughout the life of the project.

Assumptions:

- The City shall be responsible for any design fees assessed by third-party utility companies.
- Utility Easement Agreements to be provided by the Utility Owner.

Deliverables:

- *Utility coordination meeting agendas and minutes*
- *Preliminary and update schedules*
- *Complete and approved Utility Relocations Designs for each utility*
- *Supporting documentation for cooperative agreements (as required)*
- *Caltrans Utility Certification*

Task 7 – Project Reports

7.1 WATER QUALITY MANAGEMENT PLAN (WQMP)

Work Completed to Date: A Water Quality Management Plan (WQMP) has not been completed yet. The completed work should be as described in this section.

Consultant will prepare a Water Quality Management Plan (WQMP) for the project as required for urban runoff from municipal separate storm sewer systems (MS4 permit). The scope of the WQMP will include recommendations for post-construction permanent best management practices (BMPs), including source control (structural and non-structural) and treatment BMPs. Recommendations for BMPs will be incorporated into the project's PS&E. This work includes documentation and incorporation of environmental requirements and mitigation measures, NPDES, temporary and permanent BMPs, air/water quality, erosion/sediment control) into the Project construction documents.

Deliverables:

- *Water Quality Management Plan (WQMP)*
- *Temporary Storm Water Pollution Control Plans*
- *Storm Water BMP Plans*
- *Storm Water Data Report (SWDR)*
- *Storm Water Pollution Plan Preparation (SWPPP) - Excluded (assumed to be prepared by the contractor).*

Assumptions:

- Consultant shall provide base Project data (areas, slopes, etc.) for the Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to engage a licensed engineer to prepare the SWPPP.

7.2 HYDROLOGY AND HYDRAULICS REPORT

Work Completed to Date: A Draft Hydrology Report has already been completed, and the files are provided in the links to this RFP. The draft report has not been approved yet by Flood Control. The consultant shall review the existing documents and provide a scope to complete the report with approval from Riverside County Flood Control. The completed work should be as described in this section.

The Hydrology and Hydraulics Report shall quantify the magnitude and frequency of design flows from adjacent areas for the Project area, as well as the peak flows and volumes attributable to the proposed improvements. It will also include a description of the proposed on-site drainage improvements and any treatment Best Management Practices (BMPs) to be incorporated into the design to satisfy National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Permit (MS4 Permit) requirements.

The Consultant will investigate hydrologic and hydraulic features of the site as necessary to accommodate the grade separation.

Deliverables:

- ***Final Hydrology & Hydraulics Report***

Assumptions: HDR will review the draft Hydrology and Hydraulics Report before preparing the final report. Upon review of the draft report, if additional effort is required, then this will be communicated to RCTC so that an amendment can be provided to address this additional effort. A single consolidated report will be provided for all stakeholders.

7.3 TRAFFIC MANAGEMENT PLAN

Work Completed to Date: A Traffic Management Plan has not been completed yet. The completed work should be as described in this section.

A Traffic Management Plan (TMP) will be developed with the objective of the TMP being to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TMP will be coordinated with project stakeholders. Development of the staged construction and traffic detours, closures or alterations to traffic patterns will be included.

The TMP shall be developed according to Caltrans TMP Guidelines. TMP strategies include:

- Public Information
- Motorist Information
- Incident Management
- Construction Strategies
- Demand Management
- Alternate Routes

Deliverables:

- ***Draft Traffic Management Plan***
- ***Final Traffic Management Plan***

7.4 GEOTECHNICAL REPORT

Work Completed to Date: A foundations report for the underpass including geotechnical borings has already been completed and is provided in the links to this RFP. A preliminary foundation report for Retaining Wall No. 3 and 4 was also completed. EMI also completed 13 other borings for the project. Other work described in this section has not been completed. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

Consultant shall conduct additional geotechnical investigation consisting of seven borings, and shall report findings to support structures, pavement, and other portions of the Project requiring geotechnical support.

Consultant will provide geotechnical, geologic and seismic design recommendations. Consultant will provide geotechnical and foundation recommendations for roadway, bridge, retaining walls,

and other structures, as required.

Consultant will prepare a geotechnical, materials and bridge foundation report with information gathered during the site visit and review of existing subsurface data, geotechnical borings, results obtained from the alternative analysis, and the preliminary bridge and retaining wall foundation data.

Geotechnical Field Exploration & Laboratory Testing

It will be the responsibility of the Consultant to notify Underground Service Alert (USA) and provide traffic control. The approved locations will be marked in the field and USA will be notified. Traffic control in the City right-of-way (when required) for the field investigation will be performed in accordance with the California Joint Utility Traffic Control Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Specifications for Public Works Construction per City requirements. Traffic control in Caltrans right-of-way will be performed in accordance with Caltrans Standard Plans. Consultant will be allowed to perform borings along Pennsylvania Avenue.

The deep boreholes will be excavated using a truck-mounted rotary-wash drill rig. Soil cuttings will be temporarily stored onsite in 55-gallon drums, tested for contaminants, then disposed offsite. The shallow boreholes will be excavated using a truck-mounted or track-mounted drilling rig equipped with 8-inch diameter hollow-stem augers.

Laboratory Testing

Consultant field personnel will collect soil samples for laboratory testing, including bulk samples of near surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the Consultant laboratory.

Consultant will select representative soil samples for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Anticipated laboratory soil tests include: in-situ moisture content and density, grain size distribution, Atterberg limits, direct shear, consolidation, unconsolidated-undrained triaxial, R-value, maximum density and optimum moisture content, and soil corrosion tests. Tests will be conducted in general accordance with California Test methods or ASTM standards.

Preliminary Foundation Reports

PFRs are required for non-standard design elements located within Caltrans right-of-way only. Based on current project layout, Consultant will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Engineering Analyses

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following

analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge and retaining walls.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

Report Preparation

Consultant will analyze the results and present them in the geotechnical report. The geotechnical report will be prepared to include recommendations for design and construction of bridge foundations, bridge type selection, earth retaining structures, cut and fill slopes, pavement, and drainage facilities.

It is assumed that Caltrans will review only the improvements in their right-of-way; therefore, a Foundation Report will be prepared for all the retaining walls within Caltrans right-of-way. A Geotechnical Design Report and a Materials Report will be prepared for the improvements within Caltrans right-of-way. A Foundation Report will be prepared for the underpass. A Geotechnical Report will be prepared to include all other improvements within the project. The Foundation Report for non-standard retaining walls within Caltrans right-of-way will be prepared in accordance with the current Caltrans Guideline- Foundation Reports for Earth Retaining Systems (ERS). The Geotechnical Design Report (GDR) will be prepared in accordance with current Caltrans guidelines. The Materials Report will be prepared in accordance with Caltrans Highway Design Manual Topic 114.

Deliverables:

- ***Geotechnical Report***
- ***Foundation Report (FR)***
- ***Geotechnical Design Report (GDR)***
- ***Materials Report (MR)***

7.5 VALUE ANALYSIS STUDY

Per the Caltrans Project Development Procedures Manual (PDPM), the Value Analysis (VA) process utilizes a function-oriented, structured, team approach to solving problems and reducing life-cycle costs by applying techniques that adhere to a formal VA job plan. The HDR team will provide a leader/facilitator, who is a Certified Value Specialist (CVS), to conduct the VA study. This will include preparing support materials and conduct a VA workshop with RCTC. The VA Study will include the following elements:

- Conduct a VA study to comply with the National Highway System (NHS) VA mandate and follow the Caltrans VA methodology as outlined in Chapter 19, "Value Analysis" of the PDPM and

detailed in the Caltrans VA team Guide and Report Guide.

- Provide onsite team leadership and final report documentation for a multi-day Value Analysis workshop.
- Provide a qualified, independent Certified Value Specialist (CVS), certified by SAVE International and a registered Professional Engineer (PE) with a civil/transportation engineering background.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide.
- Coordinate 6-8 additional team members with specific expertise to serve as members of the VA team. The selection of team members will be coordinated with RCTC. The potential team members may include the following disciplines: Highway design, track design, rail structure design, traffic design, traffic analysis, drainage design, general structure design, construction staging, and environmental planning.
- The VA team will conduct a formal presentation summarizing the VA recommendations at the conclusion of the workshop.

Deliverables:

- VA workshop, agenda, presentation materials
- Draft VA Study Report
- Final VA Study Report
- VA Design Implementation (optional); Since the VA design refinements are not yet defined, HDR is assuming a budget as optional and will confirm the effort and final budget after the VA.

Task 8 – Plans, Specifications, and Estimate (PS&E)

This task shall include detailed engineering calculations, design, construction plans, specifications and special provisions and engineer's construction cost estimate and bid schedule for the project that will enable the City to advertise and award the construction contract for the project.

The responsible Consultant/Engineer shall sign all Plans, Specifications, and Estimates (PS&E) and engineering data furnished by the individual, and where appropriate, indicate the individual's California registration number. The Consultant shall prepare and furnish Special Provisions for items of work included in the plans which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, UPRR Provisions, and RCTC/City approved standard special provisions.

Federal regulations require a Value Analysis study on all federally aided projects with a total cost (construction, right-of-way, and support) exceeding \$50 million. The Pennsylvania Avenue Grade Separation will be federally funded and therefore a Value Analysis should be included in this scope.

8.1 CALCULATIONS

Work Completed to Date: Many calculations have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

All roadway calculations and structural analyses and design will be performed using Caltrans'

current standards and requirements.

Civil/Survey Calculations

The Consultant shall provide the following roadway calculations:

- Geometric traverse and right-of-way
- Template notes and slope staking note.
- Profile
- Grid grades.

Survey calculations shall include measurements of square footage for certain fee takes and the associated closure reports necessary for PS&E.

Quantity calculations shall be submitted with the Cost Estimates.

Calculations shall be submitted at the 60% and 90% milestones and updated as required beyond the 90% milestone. The 60% calculations (Draft) shall undergo a cursory QA/QC review. The 90% (Final) calculations shall be fully checked and reconciled.

Deliverables:

- ***Draft Civil/Survey Calculations***
- ***Final Civil/Survey Calculations***

Structural Calculations

Structural calculations shall be provided for the bridge and any retaining walls that are not covered by Caltrans Standard Plans or are manufacturer-/contractor-designed retaining walls. AASHTO and Caltrans criteria shall govern the design of the structures.

Calculations shall be submitted at the 65% and 95% milestones and updated as required beyond the 95% milestone. The 65% calculations (Draft) shall undergo a cursory QA/QC review. The 95% (Final) calculations shall be fully checked and reconciled with the Independent Checker.

Supplemental calculations will be submitted at 100% as needed.

Deliverables:

- ***Draft Structural Calculations at 65%***
- ***Final Structural Calculations at 95%***
- ***Supplemental (or Updated) Structural Calculations at 100%***

HDR Independent Peer Review (IPR) for Railroad Bridge and Retaining Walls:

- HDR will provide IPR services for Structures in accordance with this scope of services for the proposed Pennsylvania Avenue Grade Separation project.
- Support IDC in preparing complete and adequate design and details packages for the proposed railroad bridge and railroad live load supporting retaining walls.
- Provide detail checking of calculations and review of submittal documents by IDC for conformance with Union Pacific Railroad (UP) guidelines and requirements.

HDR Independent Check of Nonstandard Roadway Retaining

Walls:

- HDR will provide an independent design check of nonstandard roadway retaining walls in accordance with this scope of services for proposed Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC).

Assumptions:

- The nonstandard wall type is assumed to be a soldier pile wall with ground anchors, shown as Alternative 1 in the Type Selection Report, prepared by IDC and dated April 2025.
- Independent checking will commence upon receipt of 65% submittal documents, including the structure plans and foundation reports.
- Independent check comments will be provided to IDC in a comment response matrix (CRM) along with plan review comments.
- Independent check calculations will be provided for the 95% submittal upon completion of design reconciliation
- Independent check calculations and plan review will be provided for the 100% submittal to address designer plan revisions, Caltrans review comments, and any deferred comments from the previous submittal.

Deliverables:

- *95% Independent Check Calculations*
- *100% Independent Check Addendum Calculations*

8.2 PLAN PREPARATION

Work Completed to Date: Some draft level plans have already been completed and are provided in the links to this RFP. A general list is provided below for reference, plans not described in the list below have not been started yet. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

- UPRR Bridge and Structural Plans – Moving towards 60% design approval
- UPRR Track Plans – 90% design completed - Moving towards 100% design approval
- General & Civil Plans – Draft 30% level design
- Water, Sewer, and Storm Drain Plans – Draft 30% level design

Plans shall be prepared and submitted for the 65%, 95%, 100% and Issued for Bid (IFB) (or Final) milestones. All plan checks, except Caltrans, UPRR and CUPC plan reviews, shall be submitted electronically to the City of Beaumont. One (1) set of 24-inch x 36-inch original mylar signed/sealed plans shall be submitted for the IFB submittal.

Plans shall be prepared electronically according to the CADD Standards established in the approved Project Management Plan.

The following sections of this Scope of Services describe specific categories of plans (e.g. Roadway

Plans). Consultant shall not submit plans separately; all plans noted shall be submitted as a combined set at each milestone submittal.

General Plans

General plans may include title sheet, vicinity and location map, sheet index, location map, construction notes, construction legend, standard symbols, telephone numbers of utilities and other affected agencies and businesses, basis of bearing and benchmark, general notes and abbreviations.

Deliverables:

- *65%, 95%, 100% Plans*

Survey Control Plan

Survey and horizontal control plan shall be developed to provide street and rail centerlines and bridge ties to establish project control points.

Deliverables:

- *65%, 95%, 100% Plans*

Right-of-Way Plans

Sheets shall delineate the existing right-of-way, and the acquisitions and easements (specifically Temporary Construction Easements) that are available for the Contractor's use.

Deliverables:

- *65%, 95%, 100% Plans*

Roadway Plans

Roadway or related facilities plans shall be prepared in conformance with the current City Design and Standard Plans for roadway within City right-of-way and shall be per Caltrans standards and requirements within Caltrans right-of-way.

Roadway plans may include:

- Demolition and Removal Plans
- Typical Sections
- Cross Sections
- Plan and Profile
- Intersection Details
- Off-Site Improvement Plans
- Grading Plans
- Erosion Control Plans
- Construction Details

Deliverables:

- *65%, 95%, 100% Plans*

Railroad Tracks Plans

Railroad tracks or related facilities plans shall be prepared in conformance with the current UPRR and CUPC standards and requirements within UPRR right-of-way.

Railroad plans may include:

- Mainline Tracks Plans
- Shoofly Tracks Plans
- Typical Sections (Mainline & Shoofly)
- Cross Sections (Mainline & Shoofly)
- Plan and Profile (Mainline & Shoofly)
- Geometric Data Table (Mainline & Shoofly)
- Construction phasing plans (Mainline & Shoofly)

Assumptions:

- This Project assumes all design-related considerations will be for the interim condition within the existing UPRR right-of-way
- Final track alignments will match existing track geometry
- No future track alignment design considerations other than the design of the proposed bridge
- Coordination with IDC team for track side drainage underdrains and connection to lateral drains for shoofly phase and temporary wall.
- Assume temporary wall during shoofly phase remains for 100% track design submittal
- Assume 102" master storm drain is constructed prior to shoofly construction
- Pennsylvania Avenue to be closed during duration of construction, therefore no temporary at-grade crossing improvements will be needed. Railroad signal design/relocation is not anticipated for this project. Removal of the existing signal lines at the at-grade crossing will be performed by UPRR forces, and RCTC will reimburse UPRR for this work through the C&M agreement.
- Authorities Having Jurisdiction (AHJ) and design guidelines will be per UPRR only (where applicable)
- Deliverables to be per UPRR Public Projects – Plan Submittal Guidelines
- The scope of work assumes one submittal at each milestone deliverable as defined above

Deliverables:

- ***100% Plans***

Traffic Plans

Traffic plans may include:

- Traffic Signal Plans
- Pavement Delineation & Signage Plans
- Traffic Handling Plans
- Stage Construction Plans
- Detour and Construction Area Sign Plans
- Street Lighting Plans

Traffic Signal Plans will be prepared for the intersections of Pennsylvania Avenue and I-10 EB On ramp and Pennsylvania Avenue and I-10 WB Off ramp.

Stage Construction Plans shall identify the general sequence of work. The Construction Schedule shall be based on the stages shown in the plans.

Detour and Construction Area Signage Plans will be provided showing routing (detours) for any full closures (such as long term, overnight, or weekend closures).

Deliverables:

- ***65%, 95% and 100% Plans***

Utility Plans

Consultant shall identify existing utilities based on collected record, survey, and pothole data. Disposition (protect-in-place, abandon, relocate, relocate by others, etc.) of existing utilities shall be identified.

Proposed utility locations shall be based upon the Consultant's designed elements as well as information provided by third-party utility companies, including the undergrounding of electrical, telephone, and cable facilities. Consultant shall design the City Utility relocations per the Cities' standards.

Assumption: HDR assumes that no utility composite plans will be prepared to Caltrans requirements.

Deliverables:

- ***65%, 95% and 100% Plans***

Landscaping & Irrigation Plans

Tree Disposition Plans will be prepared per Caltrans standards indicating existing tree locations and attributes. Landscape and Irrigation plans shall be prepared in conformance with City's Specific Plan, City's Water Conservation Ordinance and Caltrans standards and requirements.

Landscaping Plans shall indicate plant species, sizes, quantities and locations with notes, legends, detailed reference callouts and planting details.

Irrigation Plans shall indicate all components and facilities for a permanent automatic irrigation system to support the improvements. Irrigation systems include, but is not limited to, sprinkler head layout, piping, valves, water supply Point-of-Connection(s), irrigation controllers with notes and callouts. Irrigation system design shall incorporate current industry technology and installation methods to produce an efficient system operating within a public environment. Also included shall be the equipment and material legends, and installation details for proposed irrigation facilities.

Deliverables:

- ***65%, 95% and 100% Plans***

Drainage Plans

Plans shall be provided for any proposed storm drain facilities, including Post Construction Structural BMPs. Plan and profile sheets shall be provided for all mainline storm drains. Plans shall include connector pipe profile sheets and miscellaneous construction detail sheets, as required, for detailing connections to existing facilities, and other miscellaneous details.

The primary drainage pipeline for this area is the Line 2 Storm Drain that is currently being designed as a separate project by another consultant. Coordination will be needed with that project to reflect the storm drain appropriately on these plans. Final location of all storm drain inlets and laterals will be designed on this project. Flow volumes and catch basin hydrology must not exceed the capacity and volumes provided in the plans from that project. Design files from that project are provided in the links to this RFP. See the coordination section of the RFP for more details.

Deliverables:

- ***65%, 95% and 100% Plans***

Bridge and Structural Plans

Layout sheets, elevations and details shall be provided for the structure selected in the Structure Type Selection Report.

Caltrans Standard Plans and City/County Standards may be referenced where applicable.

HDR Independent Peer Review (IPR) for Railroad Bridge and Retaining Walls

HDR Activities:

- Perform review of IDC structural drawings at 60% and Final milestones.
- Participate in review comment resolution meetings and follow-up design approach meetings.
- Review and make recommendations on UP review comment responses at 60% and Final milestones.

- Perform red dot checking of IDC structural calculations at 60% and Final milestones.

Deliverables:

- Markups with HDR comments on IDC drawings at 60% (x2) and Final milestones
- Red dot check on IDC calculations at 60% (x2) and Final milestones

Deliverables:

- *65%, 95% and 100% Plans*

Roadway Retaining Wall Plans

Layout sheets, elevations and details shall be provided for the necessary retaining walls on the project. The analysis, design, and layout of retaining wall types are included in this scope. The Consultant shall coordinate with Caltrans on the type of retaining walls needed for this project.

Caltrans Standard Plans and City/County Standards may be referenced where applicable.

Deliverables:

- *35%, 65%, 95% and 100% Plans*

HDR Independent Review:

- At each submittal, HDR will provide a review of the roadway retaining wall plans developed by IDC, for conformance with Caltrans guidelines and requirements.
- HDR will provide a detailed plan review of Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC) as part of the independent design check described in Task 8.1.

8.3 SPECIFICATIONS

Work Completed to Date: Some draft level specifications have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

The Consultant shall prepare and furnish Technical Specifications for all items of work included in the plans, including items which are not covered in the Standard Specifications, Caltrans-approved standard special provisions, and UPRR standard special provisions.

Technical Specifications and Special Provisions shall conform to the Greenbook, the City of Beaumont Department of Public Works, and Caltrans Standard Specifications and standards for the bridge and retaining wall portions of the design.

- HDR Review of Project Structure Special Provisions for
Structure within Caltrans right-of-way:
- HDR will review the project special provisions developed by IDC for the structures within Caltrans right-of-way.
- IDC will remain solely responsible for signing and sealing the structure project special provisions.
-

Deliverables:

- ***65%, 95% and 100% Specifications***

8.4 COST ESTIMATES

Work Completed to Date: Thirty Percent (50%) level cost estimates have already been completed and are provided in the links to this RFP. The consultant shall review the existing documents and provide a scope to complete the work. The completed work should be as described in this section.

Throughout the development of the PS&E, the Consultant shall update the preliminary cost estimate. For construction costs, Consultant shall provide detailed project quantity estimates and cost estimates at the 65%, 95%, 100%. Bid Schedules shall also be provided with each line item referenced to a payment item in the Specifications.

In addition to construction cost, overall capital costs (including right-of-way and soft costs) shall also be provided at each milestone. Costs other than construction costs will require input and direction from the RCTC/City.

HDR will prepare a set of itemized quantity calculations for Retaining Walls #3 and #4 at the existing Pennsylvania Ave Undercrossing (UC) as part of the independent design check described in Task 8.1.

Deliverables:

- ***65%, 95% and 100% Cost Estimates***

8.5 CONSTRUCTION SCHEDULE

Work Completed to Date: A detailed construction schedule has not been provided yet.

The Consultant shall prepare a minimally detailed construction Critical Path Method (CPM) schedule to support the calculation of the number of Working Days for the Project construction. The CPM schedule shall be provided at the 65%, 95%, and 100% milestones.

Deliverables:

- ***65%, 95% and 100% Construction Schedule***

Task 9 – Coordination, Agreements, and Permits

This task encompasses coordination with the City and its various departments (such as Public Works, Community Development, Wastewater, Transit, Police etc.), other involved agencies, private property owners and business owners for compatible design and phasing of construction with existing and proposed conditions. This task also encompasses the agreements and permits necessary to design and construct the Project.

Coordination may include:

- A. Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC)
- B. Caltrans District 8 (Caltrans)

- C. Riverside County Flood Control and Water Conservation District (RCFC&WCD)
- D. The Consultant for the Line 2 Storm Drain Project
- E. California Department of Fish and Game and Regional Water Quality Control Board
- F. Non-City Affiliated Utility Companies (Gas, Frontier, Edison etc.)
- G. Property and business owners, and residents

The Consultant shall provide technical support and prepare documents necessary for executing agreements and obtaining permits needed for the construction of the Project. Permits anticipated for the construction of the Project include:

- A. UPRR Construction & Maintenance Agreement
- B. UPRR Encroachment Permit for Utilities
- C. CPUC General Order 88-B Application
- D. Caltrans Cooperative Agreement and Baseline Agreement
- E. RCFC&WCD Encroachment Permit

Permits necessary for the design of the project shall be obtained by the Consultant (with City assistance, as necessary). Permits anticipated for the design of the Project include:

- A. UPRR Right-of-Entry Permit
- B. RCFC&WCD No-Fee Access Permit
- C. Caltrans Encroachment Permit (for surveying, potholing, etc.)

The Consultant shall provide technical support and required documentation to the Right-of-Way Acquisition Consultant for escrow agreements, temporary and permanent easements, County recordation, all required notices associated with the acquisitions and permits.

RCTC and the City shall pay for (or reimburse consultant) any permit fees required for design and construction including railroad flagging. Consultants should include permit fees in the ODC's for efficiency.

City shall waive (or pay other departments for) any permit fees related to survey, potholing, geotechnical investigation, etc. within City right-of-way.

Deliverables:

- *All permits, as required for design and construction.*

9.1 UNION PACIFIC RAILROAD (UPRR)

Work Completed to Date: To date the UPRR Right-of-Entry Agreement and the Preliminary Engineering Agreement have been obtained for design. Current Status of UPRR agreements and design is provided in the list below. Existing agreements and UPR plans are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- UPRR Preliminary Engineering Agreement – Completed
- UPRR Right-of-Entry Agreement – Completed
- UPRR Construction and Maintenance Agreement – Cannot initiate until 90% UPRR design is complete
- UPRR Encroachment Permit – Not initiated yet

- UPRR Bridge and Structural Plans – Moving towards 60% design approval
- UPRR Track Plans – Moving towards 90% design approval
- UPRR Drainage Report – 70% Complete

UPRR Encroachment Permit

A UPRR Encroachment Permit is required for the utilities that are proposed to be relocated through the UPRR ROW. This Permit is in addition to the UPRR Construction and Maintenance Agreement, since utilities are not covered under that agreement. This permit is processed through the UPRR real estate group. The consultant is required to perform all work needed to acquire this permit, including applications, UPRR coordination, plan submittals, and UPRR comment responses.

Deliverables:

- ***UPRR Encroachment Permit***

UPRR Construction & Maintenance Agreement

Review and approval of the design by UPRR will be required. Formal approval is expected to be provided through execution of a Construction and Maintenance Agreement. The Consultant shall prepare associated exhibits.

Deliverables:

- ***Review UPRR Construction & Maintenance Agreement (prepared by UPRR)***

UPRR Design Submittals

The Consultant shall submit plans to UPRR via the City for review and approval. The requirements of the UPRR Guidelines for Railroad Grade Separation Projects shall be followed, which includes the following submittals for Overpass/Underpass structures:

- Final Plans Submittal

The Final Plans submittal shall include the following:

- Applicant response to Railroad review comments on the 30% submittal. The Final Plans submittal shall reflect all previous review comments.
- Design Plans showing a Plan View, Elevation View, Typical Section, Construction Notes and Railroad Profile Grade Diagram.
- Project Specifications and/or Special Provisions, including Railroad coordination requirements.
- Drainage Report (as required).
- Construction phasing plans must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations.

At the conclusion of plan review and comment resolution, it is expected that UPRR will issue a letter of project acceptance.

Deliverables:

- *UPRR Final Plans Submittal*

9.2 CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

Work Completed to Date: Submittal to CPUC has not been initiated yet. The consultant shall complete the remaining work as described in this section.

The Consultant shall provide the City with the necessary support, applications, drawings, exhibits, meetings, and other material required to obtain CPUC approval. For a General Order 88-B, the application package may include:

- Request to CPUC Staff for Authorization to Alter Highway-Rail Crossing Pursuant to General Order 88-B (Application Form)
- Vicinity Map
- General Plan & Profiles
- CEQA Notice of Exemption
- Traffic Handling Plans
- Interim Conditions

Deliverables:

- ***Meeting agenda, meeting poll, presentation, and exhibits for three (3) meetings as follows:***
 - ***Virtual Pre-Diagnostic Meeting***
 - ***Field Diagnostic Meeting***
 - ***Virtual Post-Diagnostic Meeting***
- ***CPUC General Order 88- B Application package***

9.3 CALTRANS DISTRICT 8

Work Completed to Date: Current Status of the Caltrans work completed to date is provided in the list below. Existing agreements and Caltrans plans are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- Geometric Approval Drawing (GAD) – 80% Complete
- Design Standard Decision Document (DSDD) – 80% Completed
- Structural Type Selection Report – 70% Complete
- Caltrans QMAP DEER Report – Not initiated yet
- Caltrans NEPA Certification – See Environmental Section for details
- Caltrans PS&E Design Approval – Not initiated yet
- Caltrans Utility & ROW Certification – Not initiated yet
- Caltrans Cooperative Agreement – Draft (50%) in process
- Caltrans Baseline Agreement for funding – Draft (10%) in process

Caltrans serves as the lead agency for NEPA on this project. Caltrans Environmental Certification, ROW Certification, and Utility Certification are required for TCEP federal grant funding. Caltrans will also review the PS&E package for approval of all work within their ROW. A Caltrans Baseline Agreement will need to be completed by June 2026 in order to meet TCEP funding requirements.

A Caltrans cooperative agreement will also be required.

The Consultant shall complete the Design Engineering Evaluation Report (DEER) and shall support the City in obtaining all remaining design approvals and agreements from Caltrans.

Deliverables:

- *Caltrans Design Engineering Evaluation Report (DEER)*
- *Caltrans Environmental, Utility, and ROW Certification*
- *Caltrans approved PS&E Package for work within Caltrans ROW*
- *Caltrans Cooperative Agreement*
- *Caltrans Baseline Agreement Complete by June 2026*

9.4 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Work Completed to Date: Current Status of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) work completed to date is provided in the list below. Existing reports and permits are provided in the links to this RFP. The consultant shall complete the remaining work as described in this section.

- Hydrology and Hydraulics Report – 50% Complete – Has not been reviewed by Flood Control
- RCFC&WCD Encroachment Permit – Not initiated yet

The Consultant shall assist the City in obtaining an Encroachment Permit for the construction of Storm Drain Facilities. The consultant shall also prepare, submit, and obtain approval of the hydrology and hydraulics report.

Deliverables:

- *RCFC&WCD Encroachment Permit for Construction*
- *RCFC&WCD Approved Hydrology and Hydraulics Report*

9.5 LINE 2 STORM DRAIN PROJECT COORDINATION

Work Completed to Date: This separate project is currently at 60% design level. Existing plans and reports are provided in the links to this RFP.

The Line 2 Storm Drain Project is a separate project that is currently at approximately 60% design. The project is funded by RCFC&WCD as a partner project between Flood Control and the City of Beaumont. RCFC&WCD is funding the design and construction of the project. The design is for a large (102-inch) RCP Storm Drain line that will pass directly down Pennsylvania Avenue under the grade separation, carrying the flows from the grade separation south to the Berkshire Channel (Intersection of 1st Street and Seneca Springs Pkwy). It is anticipated that this project will be constructed ahead of or concurrently with the grade separation project. The consultant shall coordinate closely with the design consultant for Line 2 project in order to complete the hydrology and drainage design for the grade separation project.

Coordination will include the following:

- Regular meetings with the Consultant for the Line 2 Storm Drain Project

- Provide Design details and updates to the design consultant for inclusion in their design
- Receive design details and updates from the design consultant for inclusion in the grade separation design
- Provide Hydrology report and calculation to the design consultant for inclusion in their design
- Receive Hydrology reports and calculations from the design consultant for inclusion in the grade separation design.

Deliverables:

- *Final Hydrology Report the coordinates with the Master Hydrology Report being prepared with the Line 2 Project*
- *Final Plans and Storm Drain Alignment the coordinates with the Line 2 Project, with well defined scope for what will be constructed with each project.*

9.6 COMMUNITY ENGAGEMENT

Assumption: It is assumed that the activities under Task 9.6 Community Engagement will be handled by others and are excluded from HDR scope.

The Consultant shall coordinate and manage the community engagement component in conjunction with the City. Consultant shall prepare for, schedule, produce, and manage Community Engagement Meetings at key decision points. Renderings for public meetings showing the selected plan shall be provided. The Consultant shall host and/or participate in community meetings, one-on-one meetings with property owners and/or business owners, as well as presentations to the Planning Commission, and City Council during various progress phases. Based on input, the Consultant will incorporate changes to the design (when possible) and present the final schematic design to the Community and City Council using colored interactive viewing/navigation of project design alternatives and phases depicting overall look and feel to aid in stakeholders' and public's understanding of the proposed improvements.

The Consultant will work with the City to develop a detailed outreach approach, which is anticipated to include:

- *Public Outreach Plan:* A detailed Public Outreach Plan will serve as the guiding blueprint and document for informing and engaging the public and project stakeholders.
- *Public Meetings:* Up to four (4) public meetings will be coordinated at strategic times during the project such as when a project milestone is reached or when significant impacts to public safety are expected.
- *Notification:* Consultant will produce, with the City's input, notices to send out to all stakeholders.

Assumptions:

- The Public Outreach Plan will be developed in coordination with RCTC and includes up to three (3) rounds of revisions.
- Up to four (4) Community Outreach Meetings are included in this scope. Includes meeting

coordination and materials, such as preproduction documents, presentation and talking points, and snacks and beverages for the audience. In-person attendance of (2) two HDR staff members and a certified interpreter.

- Renderings for public meetings shall consist of photo simulations (rendering superimposed on photograph) from ground and aerial perspectives.
- Up to two (2) one-on-one meetings with property and business owners are included in this scope.
- Up to ten (10) in-person presentations to the City Council and RCTC Commission are included in this scope. Includes meeting coordination and materials such as agenda, presentation, and talking points.
- Collateral materials include in-house translation into Spanish. RCTC is responsible for printing coordination and expenses.
- Stakeholder Notices include drafting and graphic design, and up to two (2) rounds of revisions. Include in-house translation into Spanish. Digital format only. Mail and postage are not included.
- Newsletters are intended for City and City's agencies websites. RCTC is responsible for distribution. Includes in-house translation into Spanish.
- Each Social Media Post Set includes up to three (3) different specs. Includes in-house translation into Spanish and graphic design.
- Includes coordinating and attending up to two (2) HDR staff members to up to four (4) pop-up events to leverage Rail Safety Month.
- The infographic video includes up to two (2) rounds of script revisions, in-house translation into Spanish, and two final videos of up to sixty (60) seconds (version in English and Spanish).

Deliverables:

- *One (1) Public Outreach Plan*
- *Up to four (4) Community Outreach Meetings*
- *Up to two (2) In-person Meetings with Property and Business Owners*
- *Up to ten (10) In-person City Council/RCTC Commission Presentations*
- *Up to three (3) Multilingual Collateral Materials (Combination of fact sheet, brochure, and FAQ)*
- *Up to four (4) Notices for Stakeholders*
- *Up to three (3) Newsletters*
- *Up to four (4) Social Media Post Sets*
- *Attendance to up to four (4) Pop-up Events*
- *One (1) Multilingual Infographic Video*

Task 10 – Bidding Support Services

10.1 BIDDING PHASE SUPPORT

Consultant shall assist the City in providing clarification and prepare information to be used in addenda based on questions that may arise during the bidding process.

Consultant shall attend the pre-bid meeting and assist the City with bid evaluations and recommendation of bid award.

Assumptions:

- This scope includes two (2) addenda and one (1) pre-bid meeting.
- Clarification and addenda for bid questions are included in this scope.
- The city shall prepare, and make available to plan holders, any required addenda.

10.2 CONFORMED PLANS AND SPECIFICATIONS

Consultant shall prepare conformed plans and specifications for use in constructing the project. The Issued for Construction (IFC) conformed plans and specifications shall reflect changes made during bidding and will be noted as a revision to the final design plans.

Assumptions:

- IFC Plans and specifications shall be provided in .pdf format.

Deliverables:

- *IFC Plans*
- *IFC Specifications*

Task 11 – Design Support During Construction (DSDC)

Construction of the project will be the responsibility of RCTC. During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by RCTC.

Shop Drawing and Submittal Review

CONSULTANT will review all submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer.

Additional Drawings at RCTC Request

If requested by RCTC, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from RCTC is required.

Site Visits

CONSULTANT will visit the job site as requested by RCTC.

Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to RCTC.

Deliverables:

- As-Built plans, hard copy and electronic DWG format – 1 set

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EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

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ID		Task Mode	Task Name	Duration	Start	Finish	Notes	Half 2, 2025							Half 1, 2026							Half 2, 2026							Half 1, 2027							Half 2, 2027						
								J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D				
1			Pennsylvania	607 days	Mon 7/28/25	Tue 11/23/27																																				
2			Finalize Design	91 days	Tue 7/29/25	Tue 12/2/25																																				
3			GAD	70 days	Tue 7/29/25	Mon 11/3/25																																				
4			DSDD	70 days	Tue 7/29/25	Mon 11/3/25																																				
5			Type Selection (Caltrans)	21 days	Tue 11/4/25	Tue 12/2/25																																				
6			Environmental Clearance	96 days	Mon 7/28/25	Mon 12/8/25																																				
7			Biology and Cultural Technical Studies	30 days	Tue 7/29/25	Mon 9/8/25																																				
8			Noise Study	0 days	Mon 7/28/25	Mon 7/28/25																																				
9			Air quality	90 days	Tue 7/29/25	Mon 12/1/25																																				
10			Section 106 Consultation	50 days	Tue 7/29/25	Mon 10/6/25																																				
11			Water Quality Questionnaire	60 days	Tue 7/29/25	Mon 10/20/25																																				
12			NEPA CE	90 days	Tue 8/5/25	Mon 12/8/25																																				
13			CEQA NOE Filing	1 day	Wed 10/1/25	Wed 10/1/25																																				
14			Utility Coordination	365 days	Tue 12/9/25	Mon 5/3/27																																				
15			Utility Conflicts	117 days	Tue 12/9/25	Wed 5/20/26																																				
16			Obtain As-Builts	10 days	Tue 12/9/25	Mon 12/22/25																																				
17			Prepare Utility Base Map	15 days	Tue 12/23/25	Mon 1/12/26																																				
18			Determine Preliminary Utility Conflicts	20 days	Tue 1/13/26	Mon 2/9/26																																				
19			Prepare Draft Utility Conflict Matrix	20 days	Tue 2/10/26	Mon 3/9/26																																				
20			Utility Potholing	30 days	Tue 3/10/26	Mon 4/20/26																																				
21			Update Utility Conflict Matrix	10 days	Tue 4/21/26	Mon 5/4/26																																				
22			Review Utility Conflicts with RCTC	2 days	Tue 5/5/26	Wed 5/6/26																																				
23			Provide Conflict Matrix and Exhibits to RCTC for Utility Coordination	10 days	Thu 5/7/26	Wed 5/20/26	FF 65% - 5/21/26																																			
24			Utility Relocation	248 days	Thu 5/21/26	Mon 5/3/27																																				
25			Prepare & Issue Relocation Claim Letters to Owners	5 days	Thu 5/21/26	Wed 5/27/26																																				
26			Coordination with Utility Companies	85 days	Thu 5/28/26	Wed 9/23/26																																				
27			Determine Prior Rights for Relocations	30 days	Thu 5/28/26	Wed 7/8/26																																				
28			Obtain Relocation Plans from Others	30 days	Thu 9/24/26	Wed 11/4/26	11/5 - PS&E 95% Complete																																			
29			Draft Utility Agreements	120 days	Thu 11/5/26	Wed 4/21/27																																				
30			Committee Approval of Utility Agreements	1 day	Thu 4/22/27	Thu 4/22/27																																				
31			Commission Approval of Utility Agreements	1 day	Fri 4/23/27	Fri 4/23/27																																				
32			Execute Utility Agreements	1 day	Mon 4/26/27	Mon 4/26/27																																				
Project: Pennsylvania Aggressive Date: Fri 11/7/25			Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress																															
			Split		Inactive Milestone		Manual Summary		Deadline																																	
			Milestone		Inactive Summary		Start-only		Critical																																	
			Summary		Manual Task		Finish-only		Critical Split																																	
			Project Summary		Duration-only		External Tasks		Progress																																	
Page 1																																										

ID		Task Mode	Task Name	Duration	Start	Finish	Notes																												
33			Draft & Issue Notice to Owner to Relocate	5 days	Tue 4/27/27	Mon 5/3/27																													
34			ROW	456 days	Tue 12/9/25	Tue 9/7/27																													
35			ROW Engineering	163 days	Tue 12/9/25	Thu 7/23/26																													
36			Order and Review Title Reports	30 days	Tue 12/9/25	Mon 1/19/26																													
37			Prepare LandNet Map	10 days	Tue 1/20/26	Mon 2/2/26																													
38			Prepare ROW Requirement Map	20 days	Fri 5/22/26	Thu 6/18/26	SS 65% after CT Review (5/21/26)																												
39			Prepare ROW Appraisal Map	10 days	Fri 6/19/26	Thu 7/2/26																													
40			Prepare Legal Descriptions and Plat Maps	10 days	Fri 7/3/26	Thu 7/16/26																													
41			Finalize Legal Descriptions and Plat Maps	5 days	Fri 7/17/26	Thu 7/23/26																													
42			ROW Appraisals	82 days	Fri 7/3/26	Mon 10/26/26																													
43			Order Appraisals	1 day	Fri 7/3/26	Fri 7/3/26																													
44			Appraisals in Process	40 days	Mon 7/6/26	Fri 8/28/26																													
45			Order Appraisal Reviews	40 days	Mon 8/31/26	Fri 10/23/26																													
46			Appraisals and Appraisal Reviews Approved	1 day	Mon 10/26/26	Mon 10/26/26																													
47			ROW Offers	32 days	Tue 10/27/26	Wed 12/9/26																													
48			Generate Offer Letters/Packages for Land Acquisition	10 days	Tue 10/27/26	Mon 11/9/26																													
49			Present Offers to Land Owners	1 day	Tue 11/10/26	Tue 11/10/26																													
50			Land Owner Review	20 days	Wed 11/11/26	Tue 12/8/26																													
51			Land Owner Decision	1 day	Wed 12/9/26	Wed 12/9/26																													
52			ROW Negotiations	103 days	Thu 12/10/26	Mon 5/3/27																													
53			Land Owner Rejects Original Offer	1 day	Thu 12/10/26	Thu 12/10/26																													
54			Land Owner Appraisal Review	10 days	Fri 12/11/26	Thu 12/24/26																													
55			Revise Offer Letter/Package for Land Acquisition	10 days	Fri 12/25/26	Thu 1/7/27																													
56			Deliver Revised Offer Letter to Land Owner	1 day	Fri 1/8/27	Fri 1/8/27																													
57			Revised Land Owner Review	20 days	Mon 1/11/27	Fri 2/5/27																													
58			Revised Land Owner Decision	1 day	Mon 2/8/27	Mon 2/8/27																													
59			Settlement and Close of Escrow	60 days	Tue 2/9/27	Mon 5/3/27	Target (5/11/27)																												
60			Condemnation (What-If)	195 days	Wed 12/9/26	Tue 9/7/27																													
61			Prepare Notices of Resolution of Necessity	15 days	Wed 12/9/26	Tue 12/29/26																													
62			Resolution of Necessity Hearing	60 days	Wed 12/30/26	Tue 3/23/27																													
63			File Condemnation Action	10 days	Wed 3/24/27	Tue 4/6/27																													
64			Filing of Lawsuit and Serve Motion for Possession	20 days	Wed 4/7/27	Tue 5/4/27																													
65			Hearing on Motion for Prejudgment Possession	60 days	Wed 5/5/27	Tue 7/27/27																													

Project: Pennsylvania Aggressiv

Date: Fri 11/7/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

Page 2

ID		Task Mode	Task Name	Duration	Start	Finish	Notes	Half 2, 2025				Half 1, 2026				Half 2, 2026				Half 1, 2027				Half 2, 2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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102			RCTC, City and Caltrans Review	20 days	Fri 4/24/26	Thu 5/21/26																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					</

EXHIBIT “C”
COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Prime Firm	HDR	\$5,874,301
TOTAL COSTS		\$5,874,301

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Mead Valley Metrolink Station/Mobility Hub Project - Southern California Regional Rail Authority Cooperative Agreement for Project Support Services

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 25-33-115-00 to Southern California Regional Rail Authority (SCRRA) for project support services on the Mead Valley Metrolink Station/Mobility Hub Project in an amount of \$578,220, plus a contingency amount of \$171,780 for a total amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

The Commission, with the cooperation of SCRRA, has been working over the past several years to seek funding for various projects within the Perris Valley Line (PVL) corridor. These infrastructure improvement projects would allow for enhanced reliability and expanded bi-directional, peak period service to work towards the goal of 30-minute service frequencies.

As a result of this combined effort, RCTC has been awarded \$40,500,000 in SB-125 Transit and Intercity Rail Capital Program (TIRCP) funds, along with \$10,000,000 in State Transit Assistance (STA) and RCTC Measure A Funds, for a total of \$50,500,000 for the design and construction of the Mead Valley Metrolink Station/Mobility Hub Project (Project). The Project is a new rail station proposed between the existing Moreno Valley/March Field and Perris Downtown Stations, from Milepost (MP) 78.78 to MP 78.96 for the unincorporated Mead Valley community in Riverside County to accommodate expected population growth and support the full build out of the PVL.

Mead Valley Metrolink Station/Mobility Hub Project

The scope of work includes the construction of two (2) 680-foot side boarding platforms with standard passenger amenities, a parking lot with an adjacent plaza and bus turnaround, a platform approach, an at-grade pedestrian crossing, communication and signal infrastructure, utility installations, enhancements along Dree Circle (the existing access road), and additional station facilities.

The Project aims to enhance transportation options for an underserved area by establishing a multimodal mobility hub that integrates commuter rail, bus transit, and local services. The proposed station will also support future transit-oriented development opportunities and complement the existing Mead Valley Marketplace food truck vending area. Located on Commission-owned property adjacent to the PVL rail corridor, the Project is anticipated to have minimal environmental impacts and benefit from an expedited project delivery schedule.

The new station was originally included in the PVL design up to the 30 percent design stage but was not constructed due to funding constraints. Although it was analyzed in the final environmental document for the PVL project, it was not advanced for clearance.

The Project site is located in the southwest quadrant of the Interstate 215/Cajalco Expressway Interchange, accessed via Dree Circle. The site is bounded by Cajalco Expressway to the north, the 91/PVL Corridor to the east, Harvill Avenue to the west, and the Harvill Industrial Center (19334 Harvill Avenue) to the south, as shown in Attachment 1, Project Location Map.

Project Approach

Staff is utilizing the Commission's Rail On-Call Design Agreement No. 24-33-097-00 to perform the environmental and design of the Project. On April 21, 2025, a Request for Task Order Proposal was submitted to the Rail On-Call Design consultants. Staff evaluated the proposals found Moffat and Nichol to be the highest ranked firm meeting the task order requirements. Staff is issuing the Task Order and Notice to Proceed (NTP) to Moffat and Nichol fall of 2025. Staff anticipate environmental and design to complete and construction to begin in 2028 with construction concluding in 2030.

SCRRA Cooperative Agreement for Project Support Services

As part of project development, the Commission and SCRRA will need to work collaboratively on the environmental and final design for the project. The Commission is entering into a cooperative agreement with SCRRA that defines each party's roles and responsibilities for project support services.

The Commission will be the lead agency for the environmental and design phase of the Project, and SCRRA will provide the following project support services:

- 1) Design review;
- 2) Right of Entry (ROE) agreement/permit processing and support;
- 3) SCRRA communications & signals cable marking;
- 4) SCRRA safety training; and
- 5) Flagging protection.

Staff recommends approval of Cooperative Agreement No. 25-33-115-00 with SCRRA in the amount of \$578,220, plus a contingency amount of \$171,780 for a total amount not to exceed \$750,000. Staff is recommending a larger contingency for this agreement, roughly 30 percent, due to recent cost increases on similar SCRRA projects.

For reference, the Double Track project agreement increased from \$488,400 to \$1,088,400, while the South Perris project agreement totaled \$500,000. At \$578,220 plus a 30 percent contingency (total \$750,000), this agreement falls between those two projects in terms of cost. The larger contingency provides flexibility to manage cost escalations seen in recent years. Staff considers this appropriate given the project's scope includes a completely new station not just an expansion of an existing station like South Perris and additionally covers environmental phase, not just design.

FISCAL IMPACT:

The SCRRA cooperative agreement for project support services will be funded by STA Funds as shown in Table 1 below.

Table 1 - Funding Source Breakdown & Expenditure Schedule

Item	FY 2025/26	FY 2026/27+	Dollar Amount	Fund Source
1 SCRRA Coop Agreement for Project Support Services + Contingency	\$200,000	\$550,000	\$750,000	STA
Total	\$200,000	\$550,000	\$750,000	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$200,000 \$550,000
Source of Funds:	STA \$750,000			Budget Adjustment:	No
GL/Project Accounting No.:	Revenue: 003839 415 41510 0000 265 415 41501 0000 (\$750,000) Expenditure: 003839 81110 00000 0000 265 33 81101 (\$750,000)				
Fiscal Procedures Approved:				Date:	11/14/2025

Attachments:

- 1) Project Location Map

- 2) SCRRRA Cooperative Agreement for Project Support Services – Draft



COOPERATIVE AGREEMENT NO. C25-33-115-00**BETWEEN****RIVERSIDE COUNTY TRANSPORTATION COMMISSION****AND****SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY****FOR****MEAD VALLEY STATION/MOBILITY HUB PROJECT**

THIS COOPERATIVE AGREEMENT (Agreement) is effective this ____ day of _____ 2025, by and between the Riverside County Transportation Commission, a public corporation of the State of California, 4080 Lemon St, Riverside, California 92501 (hereinafter referred to as "COMMISSION"), and the Southern California Regional Rail Authority, 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, a joint powers authority (hereinafter referred to as "SCRRA"), which are individually referred to as "Party", and collectively referred to as "Parties".

RECITALS:

WHEREAS, SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (LACMTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC); and

WHEREAS, COMMISSION, as Riverside County's transportation agency and a member agency of METROLINK, and SCRRA wish to work together to define the roles and responsibilities for development of the Plans, Specifications, and Estimate (PS&E) for capital improvements to the Mead

1 Valley Station/Mobility Hub Project, to include two side boarding platforms with standard amenities, a
2 parking lot with bus turnaround, an at-grade pedestrian crossing, communication and signal
3 infrastructure, utility installations, enhancements along Dree Circle, and additional rail station facilities
4 between the existing Moreno Valley/March Field and Perris Downtown Stations, from Milepost (MP)
5 78.78 to MP 78.96 (hereinafter referred to as "PROJECT"); and

6 **WHEREAS**, COMMISSION has secured funding for the PROJECT under the State Transit Assistance
7 Program (STA) and Measure A Fund and intends to use both funding sources to reimburse SCRRA
8 for the SERVICES; and

9 **WHEREAS**, COMMISSION agrees to be the lead agency on the design phase of the
10 PROJECT; and

11 **WHEREAS**, COMMISSION agrees to pay SCRRA a total not to exceed amount of five hundred
12 seventy eight thousand two hundred and twenty dollars (\$578,220), for all work performed pursuant
13 to Exhibit A – "SCRRA Scope of Services" (hereinafter referred to as "SERVICES"), attached hereto
14 and incorporated herein by reference; and

15 **WHEREAS**, COMMISSION and SCRRA mutually agree the available funding to perform the
16 SERVICES for the PROJECT shall be expended expeditiously in compliance with all federal and state
17 requirements utilizing COMMISSION's Procurement Policies; and

18 **NOW, THEREFORE**, it is mutually understood and agreed by COMMISSION and SCRRA as
19 follows:

20 **ARTICLE 1. COMPLETE AGREEMENT**

21 A. This Agreement, including any attachments incorporated herein and made applicable by
22 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
23 Agreement between COMMISSION and SCRRA and it supersedes all prior representations,
24 understandings, and communications. The invalidity in whole or in part of any term or condition of this
25 Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above
26 referenced Recitals are true and correct and are incorporated by reference herein.

1 B. COMMISSION's failure to insist on any instance(s) of SCRRA's performance of any
2 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
3 COMMISSION's right to such performance or to future performance of such term(s) or condition(s),
4 and SCRRA's obligation in respect thereto shall continue in full force and effect. Changes to any
5 portion of this Agreement shall not be binding upon COMMISSION except when specifically confirmed
6 in writing by an authorized representative of COMMISSION by way of a written amendment to this
7 Agreement and issued in accordance with the provisions of this Agreement.

8 C. SCRRA's failure to insist on any instance(s) of COMMISSION's performance of any
9 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
10 SCRRA's right to such performance or to future performance of such term(s) or condition(s), and
11 COMMISSION's obligation in respect thereto shall continue in full force and effect. Changes to any
12 portion of this Agreement shall not be binding upon SCRRA except when specifically confirmed in
13 writing by an authorized representative of SCRRA by way of a written amendment to this Agreement
14 and issued in accordance with the provisions of this Agreement.

15 **ARTICLE 2. SCOPE OF AGREEMENT**

16 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
17 subjects and projects addressed herein. Both COMMISSION and SCRRA agree that each will
18 cooperate and coordinate with the other in all activities covered by this Agreement and any other
19 supplemental agreements that may be required to facilitate purposes thereof.

20 **ARTICLE 3. DELEGATED AUTHORITY**

21 The actions required to be taken by SCRRA in the implementation of this Agreement
22 are delegated to its Chief Executive Officer (CEO) or designee, and the actions required to
23 be taken by COMMISSION in the implementation of this Agreement are delegated to its
24 Executive Director or designee.

25 **ARTICLE 4. RESPONSIBILITIES OF COMMISSION**

26 COMMISSION agrees to the following responsibilities:

1 A. To be the lead agency for the design phase of the PROJECT and designate a
2 Project Manager as its single point of contact to manage the PROJECT and coordinate with
3 SCRRA for all SERVICES under this Agreement.

4 B. To comply and require its consultants/contractors, if applicable to comply with all
5 applicable SCRRA standards, recommended practices, operating rules, and safety
6 requirements, and to comply with all requirements of the SCRRA system configuration
7 management program.

8 C. To provide timely notice to SCRRA of any obligation of COMMISSION under any
9 grant, agreement, regulation, law or other requirements governing COMMISSION and
10 affecting the work and to reimburse SCRRA for all costs incurred in furnishing any reports,
11 studies, information, or other documentation as needed by COMMISSION to meet its
12 obligations. COMMISSION shall provide SCRRA copies of all grants funding this
13 AGREEMENT upon execution of the AGREEMENT, to the extent applicable.

14 D. To fund the SERVICES at its sole cost and expense, up to the not to exceed
15 amount specified in Article 4E. Should SCRRA not complete the work identified in Exhibit A
16 – SCRRA Services and Cost Estimate, or should SCRRA not meet the terms and conditions
17 of this AGREEMENT, SCRRA will return to COMMISSION all unspent monies funded as part
18 of the AGREEMENT within ninety (90) days of COMMISSION's written demand.

19 E. To agree to pay SCRRA a total not to exceed amount of five hundred seventy eight
20 thousand two hundred and twenty dollars (\$578,220) for all work performed pursuant
21 to Exhibit A and the follow provisions:

22 1. At completion of SERVICES, only actual costs up to the not to exceed
23 amount will be paid to SCRRA for all worked performed pursuant to Exhibit A.

24 2. To review any proposed changes to the SERVICES and provide SCRRA
25 with approval comments and/or objections in writing within seven (7) business days. As
26 COMMISSION is responsible for advance approval of all SERVICES costs, and payment of

1 all SERVICES costs, SCRRA is not authorized to exceed the total not to exceed amount
2 without prior COMMISSION written approval.

3 3. Notwithstanding the amount of any estimate for services by SCRRA, the
4 COMMISSION agrees to reimburse SCRRA only for approved costs incurred by SCRRA up
5 to the not to exceed amount in connection with the SERVICES including, but not limited to,
6 actual costs of engineering review services, which shall include direct and authorized indirect
7 overhead costs, as described below in ARTICLE 5, associated therewith.

8 4. COMMISSION agrees that if right-of-entry and/or flagging costs are required
9 for any work related to the PROJECT, COMMISSION shall be responsible for all such costs
10 in addition to those identified in Exhibit A.

11 F. COMMISSION shall conduct all its activities in association with the PROJECT in
12 a good and competent manner and in compliance with all applicable federal, state and local
13 rules and regulations, grant requirements and SCRRA's applicable standards, policies,
14 practices and guidelines

15 **ARTICLE 5. RESPONSIBILITIES OF SCRRA**

16 SCRRA agrees to the following responsibilities for SERVICES:

17 A. To designate a Project Manager as the point of contact for coordination issues
18 through completion of the Project. The designated Project Manager shall be an SCRRA
19 employee or consultant who has delegated authority to act on the behalf of and make
20 decisions for SCRRA.

21 B. To have an SCRRA employee present at all Project Delivery Team (PDT)
22 meetings for the duration of the Project who has delegated authority to act on the behalf of
23 and make decisions for SCRRA.

24 C. To provide SERVICES through completion at a cost, up to the not to exceed
25 amount of five hundred seventy eight thousand two hundred and twenty dollars (\$578,220),
26 in accordance with Exhibit A. SCRRA shall not be responsible for completion of any

SERVICES in excess of the foregoing sum.

D. To review documents for work or improvements within areas of the rail right-of-way and adjacent areas containing station elements which are subject to SCRRA review, such as wayfinding signage, off-platform amenities (information kiosks, display cases and ticket vending devices), and station communication infrastructure, ensuring compliance with SCRRA design standards, specifications, and criteria. Exhibit B, attached to this Agreement and incorporated herein by reference, sets forth the limits of the Project designated for SCRRA review.

E. To provide review and approval of Right-of-Entry (ROE) Agreements using the services of RailPros through the Metrolink Permitting Portal. The application, construction submittal, and ROE Agreement process shall comply with the process timeline specified in the published SCRRA Right of Way Encroachment Process.

F. To identify all designated review staff responsible for PROJECT approval and ensure the distribution of requests, related documents, and plan reviews to the appropriate personnel at each submittal milestone.

G. To provide review and responses to all requests from COMMISSION within four (4) weeks for Concept Plans, 30% design submittals, 60% design submittals, 90% design submittals, 100% design submittals, Issued for Bid (IFB) design submittals, design exception requests, and related documents.

H. If SCRRA uses SCRRA labor to accomplish PROJECT or services under PROJECT, SCRRA may utilize its current approved indirect cost rate when seeking reimbursement from COMMISSION. SCRRA will provide RCTC the rates in a separate letter as soon as they are available. If the rates are updated within 30 days of approval, SCRRA must reconcile its billings for any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using any provisional rates. Interest may not be claimed on any potential underpayments.

COOPERATIVE AGREEMENT NO. C25-33-115-00

I. To submit an invoice to COMMISSION for twenty five percent (25%) of total estimated costs associated with the PROJECT within thirty (30) days of the execution of this AGREEMENT and thereafter to submit monthly invoices to RCTC. Following completion of PROJECT, SCRRA shall submit the final invoice to COMMISSION detailing PROJECT expenses. SCRRA must submit monthly and final invoices for all work performed to COMMISSION's Accounts Payable office. Each SCRRA invoice shall include the following information:

1. Agreement Number C25-33-115-00;
2. SCRRA Project Number;
3. The time period covered by the invoice;
4. Work breakdown structure and billings by task per period;
5. Progress Report, which includes a detailed description of the services performed;
6. Such other information as requested by COMMISSION.

J. To submit for COMMISSION's review and approval, changes to the SERVICES costs within seven (7) days of identifying change.

K. To notify the COMMISSION's Project Manager, in writing, when seventy-five (75%) of the deposited funds have been exhausted or total budgets for individual tasks have exceeded earned value and include an estimate of what, if any, additional funds are estimated to be needed to complete the SERVICES contemplated under this AGREEMENT.

L. Within one hundred eighty (180) days from completion of SERVICES and payment of all vendor and contractor invoices and retention, SCRRA will reimburse the COMMISSION for any unused funds along with a final progress report, including final expenditures.

M. SCRRA shall conduct all its activities in association with the PROJECT in a good and competent manner and in compliance with all applicable federal, state and local rules, grant requirements and regulations and SCRRA's standards, policies, practices and

guidelines.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, COMMISSION and SCRRA mutually agree that RCTC's maximum cumulative payment obligation hereunder shall be five hundred seventy eight thousand two hundred and twenty dollars (\$578,220), unless agreed to and amended by both Parties.

ARTICLE 7. AUDIT AND INSPECTION

SCRRA shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of COMMISSION, Caltrans, the California State Transportation Agency (CalSTA), any other State agency, or their designees to inspect, copy, and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final payment, or until any on-going audit is completed. If the grant requires a longer retention period, SCRRA shall retain the foregoing records for the period required by the grant. For purposes of audits, the date of completion of this AGREEMENT shall be the date of SCRRA's final billing (so noted on the invoice) under this AGREEMENT.

ARTICLE 8. INDEMNIFICATION

A. SCRRA shall indemnify and hold harmless COMMISSION, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to property to the extent caused by the negligent acts, omissions or willful misconduct of SCRRA, its officers, directors, employees, contractors or agents in the performance of this Agreement.

B. COMMISSION shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily

injuries, including death, worker's compensation subrogation claims, damage to property to the extent caused by the negligent acts, omissions or willful misconduct by COMMISSION, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this Agreement.

ARTICLE 9. ADDITIONAL PROVISIONS:

The COMMISSION and SCRRA agree to the following mutual responsibilities:

A. Term of Agreement: This Agreement shall continue in full force and effect through ***August 31, 2028 for the performance period and billing deadline 6 months thereafter***, unless terminated earlier by mutual written consent by both Parties.

B. Termination: In the event either Party defaults in the performance of their obligations, under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

C. Termination for Convenience: Either Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate for convenience to the other Party.

D. Effect of Termination: Notwithstanding any termination of this Agreement, COMMISSION shall reimburse SCRRA for actual eligible costs incurred in accordance with this Agreement up to the effective date of termination, or as appropriate, SCRRA shall refund any unspent portion of the deposit to COMMISSION.

E. Compliance: COMMISSION and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, grant requirements, and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: COMMISSION and SCRRA hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

1 G. Amendments: This Agreement may be amended in writing at any time by the
2 mutual consent of both Parties. No amendment shall have any force or effect unless executed
3 in writing by both Parties.

4 H. Severability: If any term, provision, covenant or condition of this Agreement is held
5 to be invalid, void or otherwise unenforceable, to any extent, by any court of competent
6 jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term,
7 provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest
8 extent permitted by law.

9 I. Counterparts of Agreement; Facsimile and Electronic Signatures: This Agreement
10 may be executed and delivered in any number of counterparts, each of which, when executed
11 and delivered shall be deemed an original and all of which together shall constitute the same
12 agreement. Facsimile signatures, including signatures transmitted via electronic mail, will be
13 permitted, and shall have the same force and effect as original signatures. This Agreement
14 may be signed using electronic signatures.

15 J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations,
16 duties, nor authority hereunder may be assigned in whole or in part by either Party without
17 the prior written consent of the other Party. Any such attempt of assignment shall be
18 deemed void and of no force and effect. Consent to one assignment shall not be deemed
19 consent to any subsequent assignment, nor the waiver of any right to consent to such
20 subsequent assignment.

21 K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed
22 to authorize or require any Party to issue bonds, notes or other evidences of indebtedness
23 under the terms, in amounts, or for purposes other than as authorized by local, state or federal
24 law.

25 L. Governing Law: The laws of the State of California and applicable local and federal
26 laws, regulations and guidelines shall govern hereunder. Venue shall be in Riverside County.

1 M. Litigation Fees: Should litigation arise out of this Agreement for the performance
2 thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing
3 Party.

4 N. Notices: Any notices, requests or demands made between the Parties pursuant to
5 this Agreement are to be directed as followed:

6 To SCRRA:

To COMMISSION:

7 Southern California Regional Rail Authority

Riverside County Transportation

8 Commission

9 2558 Supply Street, Bldg. A

4080 Lemon Street

10 Pomona, CA 91767

Riverside, CA 92501

11 Attention: Justin Fornelli

Attention: Erik Galloway

12 Chief, Program Delivery

Project Delivery Director

13 Tel: (909) 593-4291

Tel: (951) 787-4015

14 Email: fornelli@scr.ra.net

Email: egalloway@rctc.org

15 O. Force Majeure: Either Party shall be excused from performing its obligations under
16 this Agreement during the time and to the extent that it is prevented from performing by an
17 unforeseeable cause beyond its control, including but not limited to: any incidence of fire,
18 flood; acts of God; commandeering of material, products, plants or facilities by the federal,
19 state or local government; national fuel shortage; or a material act or omission by the other
20 Party; when satisfactory evidence of such cause is presented to the other Party, and provided
21 further that such nonperformance is unforeseeable, beyond the control and is not due to the
22 fault or negligence of the Party not performing.

23 This Agreement shall be made effective upon execution by both Parties.
24
25
26

COOPERATIVE AGREEMENT NO. C25-33-115-00

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-25-33-115-00 to be executed on the date first written above.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Aaron Hake
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: _____
General Counsel

Exhibits:

EXHIBIT A SCRRA SCOPE OF SERVICE
EXHIBIT B SCRRA PROJECT REVIEW LIMITS

COOPERATIVE AGREEMENT NO. C25-33-115-00

EXHIBIT A SCRRA SCOPE OF SERVICES

Date	9/3/2025								
SCRRA Project No.	TBD								
Project Name	Mead Valley Metrolink Station								
Schedule	SCRRA Support - 42 months (estimated)								
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
General Description of Services									
1.0	Meetings								
	a PDT Meetings (Virtual)	42	1	2	1.5	126	HR	\$300.00	\$37,800.00
	b Inter-Departmental and Focus Meetings	42	1	2	3	252	HR	\$300.00	\$75,600.00
	Sub-Total					378	HR		\$113,400.00
2.0	Project Management and Administration								
	a Progress reports/Invoicing	42	1	2	1	84	HR	\$300.00	\$25,200.00
	b General PM Work	42	1	4	1	168	HR	\$300.00	\$50,400.00
	Sub-Total					252	HR		\$75,600.00
3.0	Document Review/Design Support								
	a Review Design Documents								
	5% Design			12	3	36	HR	\$300.00	\$10,800.00
	30% Design			12	3	36	HR	\$300.00	\$10,800.00
	65% Design			12	3	36	HR	\$300.00	\$10,800.00
	90% Design			12	2.5	30	HR	\$300.00	\$9,000.00
	100% Design			12	2	24	HR	\$300.00	\$7,200.00
	Final			12	2	24	HR	\$300.00	\$7,200.00
	b SCRRA On-Call Consultant Support						LS	\$150,000.00	\$150,000.00
	c CPUC/GO88-B Support			48	3	144	HR	\$300.00	\$43,200.00
	d Site Visits/Field Meetings	1	1	48	3	144	HR	\$300.00	\$43,200.00
	Sub-Total					402	HR		\$292,200.00
4.0	Right of Entry								
	a Administrative/Application Review Fees					0	LS	\$2,000.00	\$0.00
	b Standard Plan Review					0	LS	\$2,500.00	\$0.00
	c Flagging					0	LS	\$1,750.00	\$0.00
	d Safety Training					0	EA	\$1,500.00	\$0.00
	e Signal Cable Marking					0	EA	\$2,000.00	\$0.00
	f Contingency					0	LS	\$5,000.00	\$0.00
	Sub-Total								\$0.00
5.0	Funding Agreement Development (Construction)								
	a Construction and Maintenance Agreement Development			24	3	72	HR	\$300.00	\$21,600.00
	Sub-Total					72	HR		\$21,600.00
	Sub-Total								\$502,800.00
	Contingency							15%	\$75,420.00
	TOTAL ESTIMATED COST								\$578,220.00

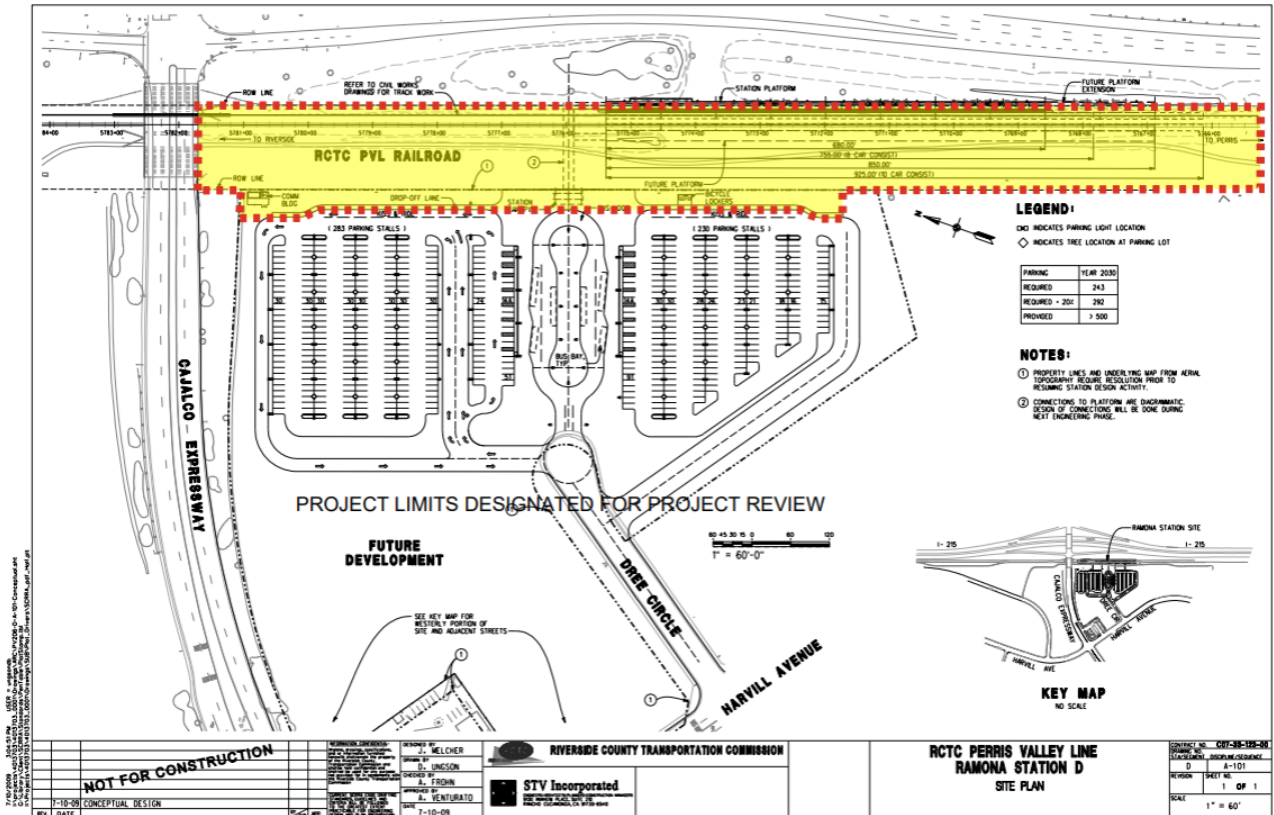
Notes:

The cost of the SCRRA services shown is an estimate only and SCRRA will be reimbursed on the basis of actual costs and expenses.

SCRRA to be reimbursed for the actual costs and expenses incurred by SCRRA and its contractors/consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.

EXHIBIT "B"
SCRRRA PROJECT REVIEW LIMITS

PROJECT LIMITS DESIGNATED FOR SCRRRA REVIEW



AGENDA ITEM 11

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Chris Garza, Senior Management Analyst Planning and Programming
THROUGH:	Jillian Guizado, Planning and Programming Director
SUBJECT:	Amendment No. 2 to the Agreement with County of Riverside to Fund the Project Approval and Environmental Document Phase of the Interstate 215/Ethanac Road Interchange

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Amendment No. 2 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of \$344,062 from the 2009 Measure A Western County New Corridors (MANC) Program funds from the original agreement for the Project Approval/Environmental Document (PA/ED) phase of the Interstate 215/Ethanac Road Interchange (Ethanac Interchange); and
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

BACKGROUND INFORMATION:

At its November 2014 meeting, the Commission approved \$2 million in 2009 Measure A Western County New Corridors Program (MANC) funds for a Project Study Report Equivalent (PSRE) corridor study along State Route 74/Ethanac Road, jointly requested by the County of Riverside and the cities of Lake Elsinore, Menifee, and Perris (Cities). The PSRE aimed to evaluate a direct east-west route between Antelope Road and SR-74, including a new connection to I-15 via Nichols Road (in its entirety known as the Ethanac Expressway). In February 2017, Agreement No. 16-31-102-00 was executed, with the County and Cities contributing \$1 million toward the estimated \$3 million cost of the PSRE. The resulting PSRE prepared by Michael Baker International (MBI) identified nine study segments (Attachment 1), with the Ethanac Interchange as a top priority.

At its May 2021 meeting, the Commission approved a request from the County to utilize \$1,056,630 in remaining MANC funds from the completed PSRE to prepare a Project Study Report – Project Development Study (PSR-PDS) for the Ethanac Interchange under the existing MBI contract.

DISCUSSION:

On October 10, 2025, the County notified the Commission of cost savings from the PSR-PDS work and requested to use the remaining balance of \$344,062 in MANC funds to prepare the PA/ED for the Ethanac Interchange (Attachment 2). The Ethanac Interchange lies within the jurisdictional limits of the city of Perris. Both the City and County wish to advance the project to the PA/ED phase, with the County serving as the lead agency. The County requests to apply the remaining MANC funds toward PA/ED efforts, which will support environmental clearance, scope refinement, and identification of a preferred alternative. The city of Perris has committed \$5 million in Transportation Uniform Mitigation Fee (TUMF) Zone funding from the Western Riverside Council of Governments and will enter into a cooperative agreement with the County to define roles and responsibilities.

Staff supports the County's request to reallocate the remaining \$344,062 in MANC funds from the PSR-PDS phase to the PA/ED phase for the Ethanac Interchange and recommends approval of Amendment No. 2 to Agreement No. 16-31-102-00 (Attachment 3).

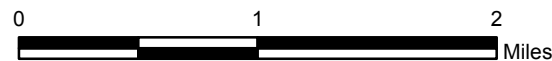
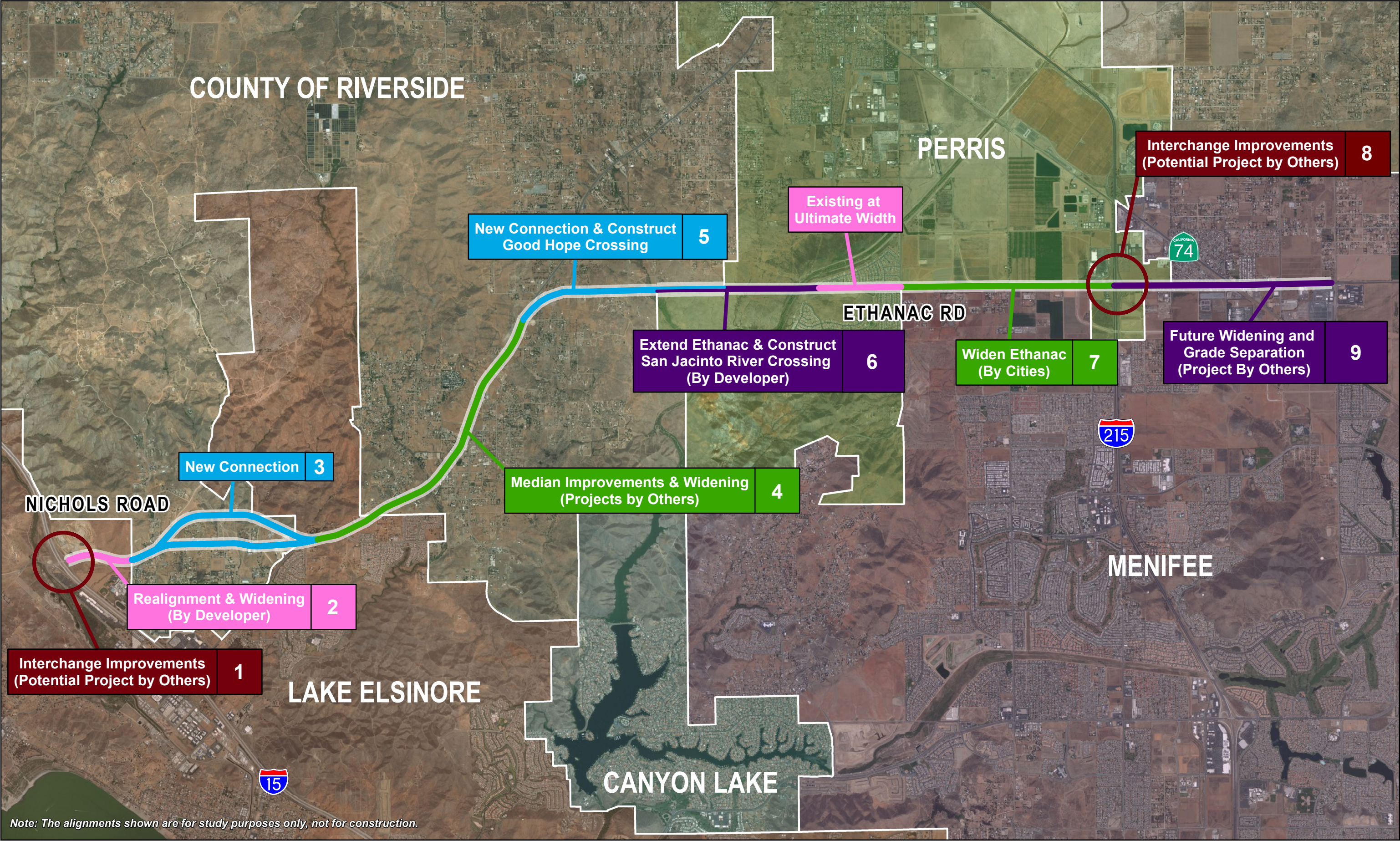
FISCAL IMPACT:

Due to the balance of the existing agreement for the Ethanac Interchange PSR-PDS already have been included in the Fiscal Year 2025/26 budget, there is sufficient budget to cover the County's request. Any expenditure continuing into FY 2026/27 will be included in next year's budget.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27	Amount:	\$155,000 \$205,114
Source of Funds:	2009 Measure A Western County New Corridors Program Funds			Budget Adjustment:	No
GL/Project Accounting No.:	615133 81110 00000 0000 261 31 81110				
Fiscal Procedures Approved:				Date:	11/14/2025

Attachments:

- 1) Ethanac Expressway Nine Study Segments Map
- 2) County funding request letter for PA/ED phase dated October 10, 2025
- 3) Draft Amendment No. 16-31-102-02



Source: Esri World Imagery, County of Riverside



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Dennis Acuna, P. E., T. E.
Director of Transportation

Hector Davila, P.E.
Deputy for Transportation/Capital
Projects

Russell Williams
Deputy for Transportation/Planning and
Development

Transportation Department

October 10, 2025

Riverside County Transportation Commission
 Attn: Jillian Guizado, Planning & Programming Manager
 4080 Lemon St, 3rd Floor
 Riverside, CA 92501

RE: Request for use of Remaining Ethanac Road Corridor Study Funds for Project Approval and Environmental Document (PA&ED) for the I-215 / Ethanac Road Interchange Improvements Project

Dear Ms. Guizado,

The County of Riverside Transportation Department (COUNTY) in a letter dated March 4, 2021, previously requested to utilize the remaining available balance of \$1,056,630 from the Ethanac Road Corridor Study to fund the Project Study Report – Project Development Study (PSR-PDS) project initiation documents for the I-215 / Ethanac Road Interchange. The Ethanac Corridor Study identified the I-215 / Ethanac Road Interchange as a priority and an engineering services agreement between the COUNTY and Michael Baker International was executed on June 7, 2022 to prepare the PSR-PDS and was completed on October 14, 2024. From the remaining balance, **\$712,568.00** was expended to complete the PSR-PDS leaving a remaining balance of **\$344,062.00**.

The I-215 / Ethanac Road Interchange is within the jurisdictional limits of the City of Perris (CITY). Both CITY and COUNTY desire to advance the project to the Project Approval and Environmental Document (PA&ED) phase and designate the COUNTY as the lead agency. The COUNTY respectfully requests to utilize the remaining balance of **\$344,062.00** towards the PA&ED phase for the I-215 / Ethanac Road Interchange project. The funding will contribute towards establishing the environmental clearance, scope, and preferred alternative for the project as required by PA&ED phase.

Additionally, the CITY has committed to contributing **\$5,000,000** of TUMF funding toward the PA&ED phase. The CITY and COUNTY will be entering into a cooperative agreement outlining the roles and responsibilities of each agency including funding requirements.

Feel free to contact Azan Junaid, I-215 / Ethanac Road Interchange Project Manager, at (951) 955-6781 or ajunaid@rivco.org for more information.

Sincerely,

Dennis Acuna
 Director of Transportation

**AMENDMENT NO. 2 TO THE AGREEMENT WITH THE COUNTY OF RIVERSIDE
FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS
IMPROVEMENT STUDY OF THE ETHANAC ROAD/SR-74/NICHOLS ROAD
CORRIDOR PROJECT**

1. Parties and Date.

1.1 This Amendment No. 2 to the Agreement is executed and entered into this ____ day of _____, 2026, by and between the Riverside County Transportation Commission ("RCTC") and the County of Riverside ("County"). RCTC and County are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC and the County have entered into an agreement entitled "Agreement with the County of Riverside for the Funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/SR-74/Nichols Road Corridor Project" dated February 13, 2017 ("Master Agreement").

2.2 The Master Agreement established the County as the lead agency for the preparation of the Project Study Report ("PSR") equivalent document for the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor ("Corridor") project to be funded with \$2,000,000 in Measure A Western County New Corridors funds ("New Corridors Funds") allocated by RCTC.

2.3 The County completed the PSR equivalent document for the Corridor in September 2020, utilizing approximately \$958,284 of the New Corridors Funds allocated by RCTC.

2.4 In a letter dated March 4, 2021, the County requested that RCTC allow it to use the remaining \$1,041,716 of the New Corridors Funds allocated for the PSR equivalent document for the Corridor to prepare a Project Study Report – Project Development Study (PSR-PDS) document for the Interstate 215 (I-215) / Ethanac Road Interchange, which is one of the top priority phases identified in the PSR equivalent document for the Corridor, for which the County will be the lead agency.

2.5 Amendment No. 1 memorialized that the County would use the remaining New Corridors Funds to prepare a PSR-PDS for the I-215 / Ethanac Road Interchange, and to include the PSR-PDS for the I-215 / Ethanac Road Interchange as work under the Master Agreement.

2.6 The County completed the PSR-PDS for the Corridor in October 2024, utilizing approximately \$712,568 of the New Corridors Funds allocated by RCTC.

2.7 In a letter dated October 10, 2025, the County requested that RCTC allow it to use the remaining \$344,062 of the New Corridors Funds allocated for the PSR-PDS to prepare a Project Approval – Environmental Document (PA/ED) for the Interstate 215 (I-215) / Ethanac Road Interchange.

2.8 The parties now desire, pursuant to this Amendment No. 2, to memorialize that the County would use the remaining New Corridors Funds to prepare a PA/ED for the I-215 / Ethanac Road Interchange, and to include the PA/ED for the I-215 / Ethanac Road Interchange as work under the Master Agreement. The scope of work, funding, and timetable for the PA/ED for the I-215 / Ethanac Road Interchange is set forth in Exhibit “A-1” of this Amendment No. 2.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 1 shall have the meanings as set forth in the Master Agreement.

3.2 The first sentence of Section 3.1, Description of Work, of the Master Agreement shall be amended as follows:

“This Agreement is intended to distribute New Corridors Funds to the County for the project study report equivalent document for the Corridor and the project study report equivalent document for the I-215 / Ethanac Road Interchange (the “Work”).”

3.3 The addresses set forth in Section 3.24, Notification, of the Master Agreement shall be amended as follows:

County of Riverside
Transportation Department
4080 Lemon St., 8th Floor
Riverside, CA 92501

ATTN: Director of Transportation

RCTC
Riverside County Transportation Commission
4080 Lemon St., 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92502-2208

ATTN: Executive Director

3.4 The funding table in Exhibit “A” of the Master Agreement shall be amended as follows:

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PA/ED	\$344,062	\$5,000,000	\$0	\$5,344,062

3.5 Exhibit "A-1" shall be added to the Master Agreement as attached hereto and incorporated herein. Any reference in the Master Agreement to Exhibit "A" shall also include reference to Exhibit "A-1."

3.6 This Amendment No. 2 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.7 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 2 as though fully set forth herein.

3.8 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

3.9 This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The parties further agree that the electronic signatures of the parties included in this Amendment No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO THE AGREEMENT WITH THE COUNTY OF RIVERSIDE
FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS
IMPROVEMENT STUDY OF THE ETHANAC ROAD/SR-74/NICHOLS ROAD
CORRIDOR PROJECT**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the date first set forth above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

COUNTY OF RIVERSIDE

By: _____
Dennis Acuna,
Director of Transportation

APPROVED AS TO FORM:

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT “A-1”

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK:

Complete the Project Approval and Environmental Document (PA&ED) phase for the I-215 / Ethanac Road Interchange. The PA&ED phase will perform related technical studies, determine the preferred alternative, and obtain approval of the required environmental document. The PA&ED phase is needed to continue to advance the design and implementation of the interchange improvements.

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PA/ED	\$344,062	\$0	\$0	\$344,062

TIMETABLE:

Phase	Start Date	End Date	Comments
PA/ED	03/01/2026	09/01/2028	See below

Comments:

- An RFP for consultant services on the PA&ED phase is expected to be sent in November 2025 and the selected consultant is expected to be under contract in March 2026.
- The time to complete PA&ED has been assumed at about 24 months. PA&ED requires Caltrans approval with increasingly new requirements and changes. As a result, 6 months has been added conservatively to the completion schedule.
- A cooperative funding agreement with the City of Perris is expected to be approved in January 2026 designating the County as the lead agency for PA&ED and outlining the funding contribution of \$5,000,000 from the City of Perris for PA&ED.

AGENDA ITEM 12

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	November 24, 2025
TO:	Western Riverside County Programs and Projects Committee
FROM:	Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Project Updates Regarding Settlement Agreement Contributions Involving the World Logistics Center from the City of Moreno Valley and Highland Fairview for the Center for Environmental Research and Technology and the Community Translational Research Institute

STAFF RECOMMENDATION:

This item is for the Committee to recommend that the Commission take the following action(s):

- 1) Receive and file a final report from the Center for Environmental Research and Technology (CERT) at the University of California, Riverside (UCR); and
- 2) Receive and file a final report from the Community Translational Research Institute (CTRI), a program of the Public Health Foundation Enterprises Inc., dba Heluna Health.

BACKGROUND INFORMATION:

In July 2016, the Commission, the County of Riverside (County), city of Moreno Valley (City), and Highland Fairview came to a settlement agreement in response to litigation involving the World Logistics Center for which Highland Fairview is the developer. The Commission and the County had filed suit challenging the environmental impact report in order to ensure adequate mitigation to address added impacts created by the World Logistics Center project. Additional lawsuits were filed by the South Coast Air Quality Management District and a number of environmental organizations.

One of the terms of the settlement agreement required that the City and Highland Fairview pay \$100,000 each for logistics-related studies, for a combined total of \$200,000. Of that, \$100,000 was identified for truck and logistics-related studies to be conducted by UCR's CERT. The other \$100,000 was identified for CTRI to be used for public health research and programs. The Commission was identified as the responsible party to manage the funds and award contracts to the identified recipients according to its regular accounting procedures. At its March 2023 Commission meeting, the Commission approved Agreement No. 23-67-042-00 with the University of California Regents for UCR's CERT project and Agreement No. 23-67-043-00 to Heluna Health for CTRI's public health project, to fulfill the obligations under the settlement.

Project Status Updates

A presentation will be made at the November 24, 2025 committee meeting by representatives of UCR's CERT and CTRI to provide status updates of their study and findings.

UCR CERT Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley

CERT is part of the Bourns College of Engineering at UCR and is a recognized leader in environmental education addressing air quality, climate change, energy, and transportation. CERT proposed using the funding to conduct a *Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley*. The objective of their study was to identify and evaluate alternative truck routes in the heavy-duty truck sector that could lower pollutant emissions in the cities of Riverside and Moreno Valley with poor air quality. The research consisted of three major components:

- 1) A review of relevant literature;
- 2) An assessment of air quality and human exposure assessment; and
- 3) An evaluation of alternative truck route scenarios using two case study areas in Riverside and Moreno Valley where large portions of both cities are classified as disadvantaged communities.

Human exposure in both cities was estimated by census block by combining population density data with modeled air pollution from nearby Heavy-Duty Diesel Truck traffic. This helped identify alternative truck routes which were evaluated using a simulation-based model to demonstrate their potential for reducing emissions and associated human exposure. In Riverside, three restriction scenarios were evaluated on Victoria, Brockton, and Magnolia Avenues. In Moreno Valley, Redlands Boulevard was evaluated as an additional new truck route. The findings in the report (Attachment 1) concluded that citywide average reductions in pollutant exposure were modest in the Riverside scenarios, and corridor-level improvements along Redlands Boulevard in Moreno Valley were significant in reducing pollutant exposure while maintaining goods movement efficiency.

CTRI Environmental Sources of Early Life adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae

CTRI is a program of Heluna Health, a non-profit, whose mission is to connect academic, governmental, and community organizations to stop preventable chronic diseases from emerging, translate research into community efforts to transform population health practice, and advocate for sustainable and effective policy changes. CTRI utilized the funding to study *Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae*. The objectives of this research were fourfold:

- 1) Identify communities at high risk;
- 2) Screen residents for health outcomes and risk factors, including physical psychosocial, and neurocognitive dysfunctions potentially related to environmental disruptions;

- 3) Develop partnerships among health, social service, education, and other community organizations that might contribute to mitigating harm; and
- 4) Develop community embedded teams to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity and implement community health services.

This research is an on-going program and funding from the settlement enabled CTRI to expand their community health screenings in the Northwest Riverside County communities (Objective 2), including Jurupa Valley and Eastvale south along Interstate 15 to Norco and Corona. Other health screenings were conducted in neighboring Los Angeles and San Bernardino counties and were supported by other grants. A total of 12 health screenings were conducted over a 10-month period with 153 participants. The health screenings covered physical, mental, and social determinants. The physical health screenings included blood pressure, height, weight, waist and hip circumference, and HbA1C blood tests; the mental health assessments covered depression, anxiety, stress, and Adverse Childhood Experiences (ACEs); and social determinants of health such as discrimination, housing, employment, and family incarceration were also assessed.

The final report (Attachment 2) summarizes the demographic, biological, mental health, and social determinants of the participants by county. Major findings for Riverside County participants concluded the following: the average age of the participants was 46 years old; about 13 percent were at risk for diabetes (HbA1C); 29 percent were considered obese, over 50 percent had high blood pressure; 16 percent were considered high risk for ACEs, 2 percent were high risk for depression; 7 percent were high risk for anxiety and stress; about 6 percent did not have housing; and 25 percent were unemployed.

The third and fourth objectives are on-going efforts to enhance community partnerships to refer high risk individuals to proper resources. The community partnerships that have been established thus far include various colleges and universities such as Chaffey College, West Coast University, Western University, and Claremont Graduate University, and other programs such as Inland Empire Health Plan (IEHP) to help participants overcome environmental obstacles for optimal health. More partnerships are expected to be developed as more grants are secured to provide services. Community embedded teams will also continue to be formed with the aim to deliver prevention and remediation services to marginalized and hard to reach youth and families at risk for both physical and mental harm associated with adversity.

FISCAL IMPACT:

There is no fiscal impact on this item.

Attachments:

- 1) Final Report, Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley, UCR CERT, August 2025

- 2) Final Report, Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of Their Adverse Behavioral Health Sequelae, CTRI, September 2024



Health-Based Truck Route Assessment for the Cities of Riverside and Moreno Valley

FINAL REPORT

Prepared for:

Riverside County Transportation Commission

By:

Peng Hao, Yejia Liao, Kanok Boriboonsomsin and Matthew Barth

**College of Engineering - Center for Environmental Research and Technology
University of California at Riverside**

August 2025

Disclaimer

The statements and conclusions in this report are those of the authors and not necessarily those of the sponsors. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Acknowledgements

This Report was submitted in fulfillment of Agreement No. 23-67-042-00 “Health-Based Truck Route Assessment for the Cities of Riverside/Moreno Valley” by the University of California at Riverside. The research was partially supported by Highland Fairview, the City of Moreno Valley, and the Moreno Valley Community Services District through funding administered by the Riverside County Transportation Commission (RCTC). The Research Team thanks the program support from RCTC staff during the course of the research.

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Executive Summary

The cities of Riverside and Moreno Valley have long suffered from poor air quality, largely driven by diesel emissions from heavy-duty diesel trucks (HDDTs) operating around freight hubs such as warehouses and distribution centers. Nearby communities often experience elevated levels of nitrogen oxides (NO_x) and fine particulate matter (PM_{2.5}) concentration.

Alternative truck routes present a promising strategy to mitigate exposure to these harmful pollutants. While many cities currently designate truck routes based on traffic volume, roadway characteristics, and safety considerations, the air quality and health impacts of these designations are often overlooked. Given residents' concerns, this study conducts a health-based assessment of existing truck route networks to identify alternatives that could reduce emissions and associated health risks. The findings are intended to support improved truck route planning and provide guidance for regulatory agencies in developing policies or incentive programs to reduce air pollution in disadvantaged communities (DACs).

In this study, human exposure in each census block in the two cities was estimated by combining population density data with modeled air pollution from nearby HDDT traffic. Alternative truck routes were proposed to reduce pollutant emissions and associated exposures. The analysis indicates that these alternatives have the potential to lower air pollution levels and reduce the corresponding public health and environmental impacts. This executive summary highlights the results from the evaluation of truck route designations aimed at enhancing environmental sustainability and improving community health outcomes.

The research consists of three major components: 1) a review of relevant literature, 2) an assessment of air quality and human exposure assessment, and 3) an evaluation of alternative truck route scenarios. Two case study areas were selected—Riverside and Moreno Valley—where large portions of the both cities are classified as DACs.

Data Collection and Modeling of Truck Activities

To generate HDDT activities in the study area, we first obtained truck origin-destination (OD) data from the Southern California Association of Governments (SCAG), which are based on traffic analysis zones (TAZs). While these data provide a useful foundation, their spatial resolution is relatively coarse, particularly in industrial areas. To address this limitation, we incorporated large-scale, real-world truck activity data from a commercial telematics provider for the Inland Southern California region. Using these datasets, we developed a three-layer framework to generate truck-related trips tied to actual freight facilities: 1) SCAG TAZ-based OD pairs, which serve as the baseline truck demand, 2) refinement with telematics data by disaggregating trips into smaller zone-based events

within each TAZ to improve spatial resolution and better capture local truck activity, and 3) facility-level assignment by integrating truck-related facility locations from the California Employment Development Department (EDD) to identify precise trip origins and destinations.

In parallel, traveler activities were generated from American Community Survey (ACS) data using the Comprehensive Econometric Micro-simulator for Daily Activity-Travel Patterns (CEMDAP) [1], providing passenger travel demand as part of the background traffic. Both passenger and freight activities were then simulated using BEAM (Behavior, Energy, Autonomy, and Mobility) [2], a mesoscopic agent-based simulation platform that produces detailed passenger and freight daily activity trip schedules. Finally, this comprehensive traffic simulation—encompassing both passenger and freight flows—was validated against traffic measurement data from the Caltrans Performance Measurement System (PeMS) [3], ensuring consistency between modeled outputs and observed traffic conditions.

Air Quality and Human Exposure Assessment

The human exposure assessment followed a three-step process: 1) vehicle emissions estimation, 2) dispersion modeling, and 3) exposure calculation. To determine emissions, link-based traffic activities (e.g., average speed) and vehicle characteristics (e.g., type and model year) were required. Using detailed traffic statistics simulated by BEAM, we applied the Emission FACTor model (EMFAC), developed by the California Air Resources Board (CARB), to estimate emissions from both HDDTs and passenger cars across the study area. We then employed R-LINE, a research-grade dispersion model designed for near-roadway assessment, to estimate air pollutant concentrations at receptor locations. Micrometeorological inputs—including temperature, wind speed and direction, surface friction velocity, and Monin-Obukhov length—were obtained from the South Coast Air Quality Management District (SCAQMD) to represent the region’s prevailing weather conditions.

Human exposure in this study is defined as the amount of pollutant inhaled by a population group at the block level, including sensitive subgroups. Populations at sensitive locations—such as schools, residences, and workplaces—were estimated using multiple data sources [4], [5]. Age-specific breathing rates were derived from the U.S. Environmental Protection Agency (EPA) Exposure Factors Handbook [6], while the California Office of Environmental Health Hazard Assessment (OEHHA)’s Technical Support Document on Exposure Assessment and Stochastic Analysis provided detailed breathing rate scenarios [7]. Reducing population exposure to traffic-related pollutants such as PM_{2.5} and NO_x is critical, as these emissions are associated with elevated health risks for vulnerable groups—including children, older adults, and individuals with pre-existing medical conditions—as well as adverse outcomes for the broader population.

Truck Route Scenarios Evaluation

We conducted a modeling- and simulation-based evaluation of alternative truck route scenarios to demonstrate their potential for reducing emissions and associated human exposure. Two strategies were tested, reflecting the characteristics of the existing truck networks in the study area: 1) removing selected truck routes in Riverside, and 2) adding new truck routes in Moreno Valley.

In Riverside, three restriction scenarios were evaluated. Among them, the Victoria Avenue Restriction scenario showed strong performance across all metrics—including mobility, emissions, and human exposure. Since truck restrictions are already in place along Victoria Avenue (from La Sierra Avenue to University Avenue), this finding reinforces the benefits of the current policy. Similarly, the Brockton and Magnolia Avenue Restriction scenario reduced PM_{2.5} and NO_x exposure to residential blocks by 1.57 % and 1.40 %, respectively.

Moreno Valley's designated truck route network is relatively compact, primarily serving major freight facilities. With rapid logistics growth, the city has experienced increasing congestion and truck traffic. To address this, Redlands Boulevard was evaluated as an additional truck route. Simulation results indicate that this route improves both mobility and environmental outcomes: truck carbon dioxide (CO₂) emissions decreased by 5.14 %, PM_{2.5} by 6.43 %, and NO_x by 4.50 %. Heavy-duty truck VMT was also reduced by 5.28 % due to shorter trip distances. Moreover, community exposure to truck emissions fell by 0.91–3.30 %. Importantly, extending the simulation network confirmed that these strategies did not generate negative spillover effects in neighboring cities or across the broader region.

While citywide average reductions in pollutant exposure are modest, corridor-level improvements can be significant. For example, designating Redlands Boulevard as a truck route in Moreno Valley eliminates the population previously subject to high-impact exposure, while restricting trucks on Victoria Avenue in Riverside reduces the high-impact exposed population by nearly half. These results underscore the value of incorporating health-based considerations into truck route planning to deliver targeted benefits for the most affected communities.

Policy Implications

This study introduces a comprehensive framework for quantifying link-level emissions from HDDTs and assessing their impacts on both air quality and public health. By integrating traffic emission modeling with population exposure analysis, the framework provides actionable insights into how freight transportation choices affect environmental outcomes and community health. Unlike traditional approaches, it leverages real-world truck activity data to ensure accuracy in estimating emissions and exposure, thereby offering a reliable basis for evaluating alternative truck routes.

The findings demonstrate that well-designed truck route strategies can reduce pollutant exposure in vulnerable communities while maintaining—or even improving—mobility for freight operations. These results underscore the importance of incorporating health-based criteria into freight planning and highlight the potential for data-driven route design to achieve both efficiency and equity.

For policymakers, this framework offers a practical tool to inform sustainable freight policies and infrastructure investments. It supports the development of truck route networks that balance economic productivity with public health protection, helping agencies comply with mandates such as California’s AB 617 while addressing environmental justice concerns. Moreover, the methodology is transferable, enabling its application in other cities—as well as regions—to evaluate new freight policies and ensure that future transportation planning prioritizes both operational efficiency and environmental responsibility.

1. Introduction

1.1. Background

The cities of Riverside and Moreno Valley have long been impacted by degraded air quality, partly driven by diesel emissions from freight-related sources, especially heavy-duty diesel trucks (HDDTs). These diesel emissions, including nitrogen oxides (NO_x) and particulate matter (PM) emissions, are concentrated in and around freight hubs such as the port, railyards, and warehouses. As a result, communities that are close to freight hubs often experience elevated levels of diesel-related air pollution. With the growing logistics industry in the region, the amount of truck traffic and the associated air quality and health impacts are expected to get worse. These burdens are disproportionately affecting vulnerable populations, such as children and people with underlying medical conditions, especially in environmental justice and disadvantaged communities. According to California per Senate Bill 535, disadvantaged communities (DACs) are now specifically targeted for investments aimed at improving public health, quality of life, and economic opportunity of their residents per Assembly Bill 1550. Figure 1 shows the map of DACs in Southern California.

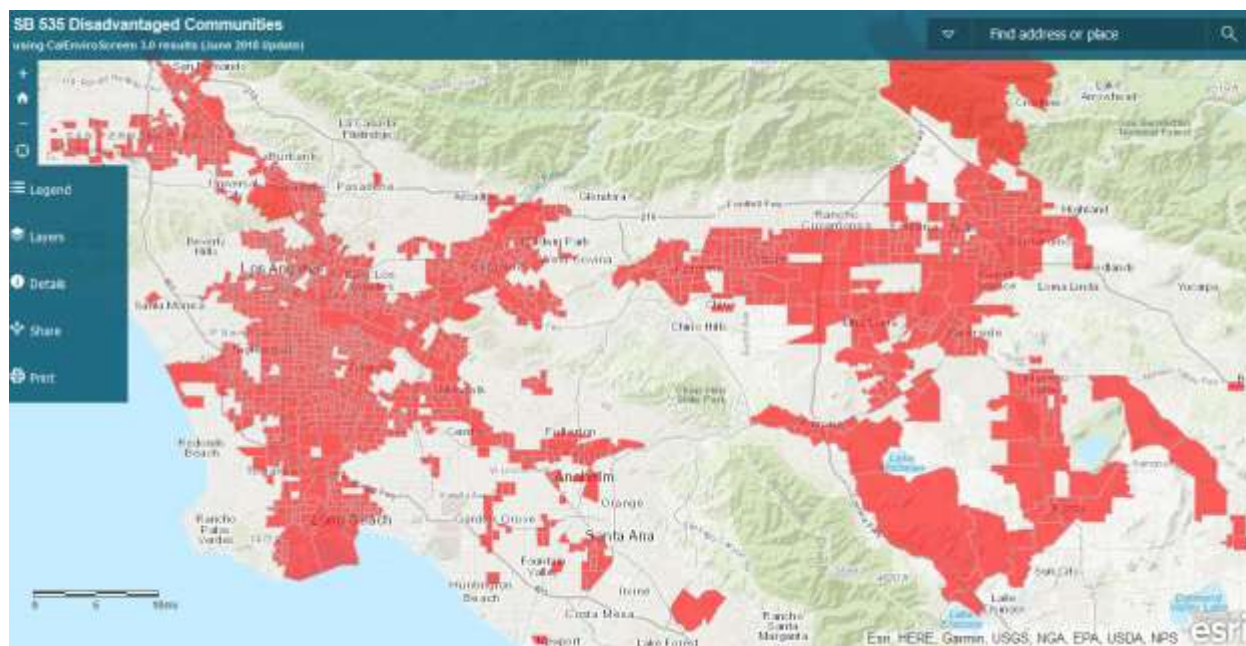


Figure 1. Map of disadvantaged communities in Southern California

While the levels of fine particles (PM_{2.5}) and nitrogen oxide (NO_x) have been decreasing in many areas of California, the disparity between the levels of PM_{2.5} and NO_x in the most and the least DACs still persists. Thus, research is needed to identify and monitor sources of PM_{2.5} and NO_x emission in DACs, as well as to develop strategies that can reduce exposure to traffic-related PM_{2.5} and NO_x emission in those DACs.

Among all the potential approaches to mitigate the community-level impact of diesel emissions, alternative truck route emerges as a promising strategy for reducing exposure to harmful truck emissions. Today many cities with a significant amount of truck traffic have designated truck routes within their boundaries. Truck routes are usually chosen based on truck traffic volume, roadway characteristics (e.g., number of lanes, speed limit, connection to freeways), safety consideration, etc. Air quality and health impacts may not be explicitly accounted for. Given the concerns among residents about the health impacts of truck traffic in the region, it is proposed herein to conduct health-based assessment of the current truck routes designation in the cities of Riverside and Moreno Valley to see if any adjustments should be made.

1.2. Research Objectives

This research aims to conduct truck route assessment and identify alternative truck routes that can reduce emissions and health impacts to the Cities of Riverside and Moreno Valley. The findings will provide valuable insights to support the development of improved truck route designs and inform regulatory agencies in creating incentive programs or policies that minimize pollutant emissions in disadvantaged communities.

To achieve the research objective, the research team examined the potential for alternative truck route to reduce criteria pollutant and greenhouse gas emissions in DACs. The estimation of emission impacts was performed through modeling and simulation of selected alternative truck routes using activity-based traffic demand modeling data. The modeling and simulation of alternative truck routes was conducted for Riverside and Moreno Valley in California that are subject to high levels of exposure to pollutant emissions from HDDT as identified through CalEnviroScreen 3.0¹, and thus, are good candidates for alternative truck route strategies. The estimation of emission impacts was focused on NO_x and PM_{2.5} emissions as HDDTs are significant contributors of these emissions. NO_x is also a precursor of tropospheric ozone and secondary PM, for which many areas in California are in nonattainment. The key principle of this research is to identify high-impact routes in the network and restrict heavy-duty diesel trucks from them, while balancing travel time, VMT, and total emissions, so that the human exposure and tailpipe emissions would be minimized through intelligent truck-route planning. Specifically, alternative truck route strategies can be designed to achieve the following objectives:

1. **Tailpipe emissions reduction:** To reduce tailpipe emissions from the vehicles by alternative truck route strategy.
2. **Air pollutant concentration reduction:** To reduce the level of air pollutant concentration in cities by taking into consideration how the tailpipe emissions disperse in the area. To achieve this objective, the vehicle's operation outside but upwind of the geofenced area will also need to be considered. The development and implementation of these strategies will involve the use of air dispersion

¹ <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>

modeling. The determination of the level of air pollutant concentration in cities will be based on one or more receptors located in the geofenced area.

3. **Human exposure reduction:** To reduce the exposure of a target population to air pollutants from the vehicle. The target population may be all residents in the area or sensitive groups such as children, the elderly, and at-risk patients. To achieve this objective, these strategies will have to take into account the locations of sensitive sites (e.g., daycare centers, schools, hospitals) and space-time activity patterns of the target population in the target area, which may change throughout the day.

1.3. Report Organization

This report presents every aspect of the research activities that have been conducted during the course of the project. It is organized as follows:

- Chapter 2 reviews different emission mitigation strategies in more details, and summarizes available information on criteria pollutant and greenhouse gas emission reductions associated with the alternative truck route strategies.
- Chapter 3 describes the key model components in this truck route assessment, including truck demand generation, truck route digitalization, along with emissions and human exposure model that adopted for evaluation.
- Chapter 4 presents the simulation setup and simulation results of selected alternative truck route in Cities of Riverside and Moreno Valley.
- Chapter 5 discusses key findings and policy implications from the modeling and simulation results, suggests pathways toward implementation of the alternative truck route strategies, and recommends future research directions.

2. Review of Truck Emissions Mitigation Strategies

2.1. Heavy-Duty Diesel Trucks and Emissions Impact

Heavy-Duty Diesel Trucks, which are mainly used for freight transportation, are major contributors to nitrogen oxides and particulate matter emissions. Communities located near freight hubs, such as ports, railyards, and distribution centers, are disproportionately affected by these emissions, leading to higher pollutant exposure [8]. Over the last few decades, extensive health research has provided strong evidence linking diesel exhaust exposure to respiratory diseases, cardiovascular issues, and premature mortality [9].

To mitigate the impact of truck emissions and safeguard public health, regulatory agencies have implemented progressively stringent emission standards, leading to significant advancements in emission control technologies such as diesel particulate filters (DPFs) and selective catalytic reduction (SCR) [10]. Additionally, alternative fuel vehicle technologies, including compressed natural gas (CNG) and electric trucks, have emerged as viable solutions for reducing emissions from HDDTs [11], [12], [13]. Despite these advancements, the complete transition of the HDDT fleet to low-emission or zero-emission powertrains requires long-term investment and gradual fleet turnover, making it imperative to explore near-term strategies to mitigate the emissions of existing trucks and reduce their impact on local communities.

2.2. Routing Strategies for HDDTs

Truck route designation is a critical component of transportation planning, playing a vital role in reducing congestion, enhancing mobility, and minimizing costs associated with energy consumption and travel time. Moreover, it is essential for supporting the logistics industry and the local economy while also having significant concern for public health. Efficient freight operations reduce delivery times and lower fuel consumption. Moreover, optimizing delivery routes and parking reduces road network strain, which can lead to traffic bottlenecks, and lowering operational cost. COMI et al. developed a pre-trip planning strategy to optimize delivery routes based on real-time traffic and rerouting deliveries if conditions change due to traffic congestion, resulting in 66% reduction in delivery time [14]. Jula et al. introduces a stochastic traveling salesman problem with time windows (STSPTW) and proposes a dynamic programming-based methodology to optimize truck routes while meeting delivery time constraints [15]. Other factors are also considered in various studies to address the shortest path problem for truck, including parking availability [16], split pick-ups [17], and fuel savings [18].

In recent years, low emissions logistics has become the expected and desired goal in all fields of transportation. HDDTs are the primary contributor of emissions and air pollutants in inland transport. Efficient truck routing and scheduling can lower energy consumption,

pollutant emissions, and reduce travel time. Suzuki developed a truck routing strategy that minimizes the distance a delivery vehicle must travel with a heavy payload, resulting in 6.9% reduction in fuel savings [19]. Watling et al. optimized route choice by considering factors such as speed selection, stop locations and durations, and departure time choices [20].

Truck routing strategies significantly influence fuel consumption, emissions, and pollutant exposure. Different routing decisions for the same origin-destination (O-D) pair can lead to substantial disparities in travel efficiency and environmental impact [21], [22]. To mitigate these adverse impacts, researchers have explored and evaluated various sustainable truck route strategies. Qureshi et al. proposed a uniform ban on low-speed road links to effectively reduce emissions (3.5% reduction in NO_x emissions) and improve traffic flow [23]. Karimipour et al. uses GIS-based route modeling and Fuel Consumption Rate calculations to compare optimized and regular routes for two different truck types: waste collection trucks and tree maintenance trucks in Blacktown City, Australia, indicating that optimized routing can lead to significant reductions in fuel use, emissions, and operational costs [24]. Broadly, eco-routing and low-exposure routing are the two main approaches for mitigating truck emissions and their impact on communities.

- **Eco-Routing:** This strategy aims to minimize fuel consumption and emissions by optimizing routes based on factors such as road gradient, traffic congestion, and speed limits. In [25], researchers developed an eco-routing navigation system using real-time traffic data from vehicle sensors, probe vehicles, and PeMS data, specifically for freeway networks to enhance energy efficiency.
- **Low-Exposure Routing (LER):** Unlike eco-routing, low-exposure routing seeks to reduce air pollution exposure by either directing vulnerable road users toward cleaner paths or rerouting trucks to minimize emissions near populated areas. Similarly, a new vehicle routing method in [26] was developed to minimize pollutant exposure to surrounding communities, achieving 30-80% reductions in inhaled PM_{2.5} mass for susceptible populations.

2.3. Route Restrictions for HDDTs

Many municipalities have put heavy-duty truck restrictions in their jurisdictions to reduce congestion, reduce pollutant emissions, and protect public health. Kickhöfer et al. presented an agent-based modeling approach to price local air pollution exposure caused by road traffic, including truck, encouraging route shifting away from densely populated area [27]. A study in São Paulo, Brazil evaluates the impact of truck restriction on air quality, showing that while truck bans significantly reduced NO_x and PM₁₀ emissions, they also led to increased traffic congestion from light vehicles, partially offsetting air quality improvements [28]. Time restriction also served as another strategy to mitigate local pollutant emissions [29], while other research argues that truck bans during peak hours increase overall congestion and CO emissions, highlighting the need for complementary policies to mitigate unintended consequences [30]. Bontempo et al.

pointed out that freight operators compensate for truck restrictions by using multiple smaller vehicles, which can worsen congestion and emissions [31]. Luong et al. also mention that trucks avoid tolls when alternative free routes exist and suggest that expanding truck routes can enhance network resilience [32]. Ocampo-Giraldo et al. highlighted the need for technical analysis before implementing truck restrictions, as politically motivated bans can be ineffective [33]. These studies underscore the need for a more comprehensive approach to local truck routing, balancing increased truck mobility with public health considerations, while integrating a deeper understanding of freight demand and its environmental impact.

2.4. Zonal-Access Restriction and Pricing for HDDTs

A variety of access restriction and pricing schemes have been used around the world to limit excessing number of vehicles or restrict certain types of vehicles from entering a designated area to address traffic congestion, air pollution, and other issues in the area. The most common ones are congestion pricing schemes and low emission zones (LEZs). Congestion pricing schemes charge a fee or toll for a vehicle to enter a designated area such as city center. They are implemented primarily to reduce traffic congestion in the area, but they can also help address other issues such as air quality and noise. Some of the well-known congestion pricing schemes are those in London, U.K. and Stockholm, Sweden. In March 2019, New York became the first city in the U.S. to approve congestion pricing². In California, there has been interest in congestion pricing as well. A recent feasibility study estimated that charging a \$4 fee during rush hour to enter a zone in West Los Angeles would reduce traffic and greenhouse gas emissions by about 20% [34]. In addition, another feasibility study of congestion pricing in Los Angeles is being conducted [35].

On the other hand, LEZs are focused primarily on reducing air pollution in the area. Typically, vehicles with high emissions are not allowed to enter a LEZ or will have to pay a fee to enter. LEZs have been implemented around the world, but most notably in Europe where there are about 250 LEZs in different cities [36]. These LEZs vary widely in many aspects such as geographic coverage, vehicle types restricted, required emission standards, period (time/day/month) when LEZ is in effect, entry fee and fine, enforcement, among others. The Urban Access Regulations in Europe website³ compiles detailed information about LEZs and other access restrictions in a number of European cities. One of the largest LEZs in Europe (and the world) is the London LEZ, which has become increasingly stricter (in terms of both emission requirements and vehicle types restricted) since 2008. London turned part of its LEZ into Ultra Low Emission Zone (ULEZ) in April 2019.

Several studies have evaluated the impact of LEZ. In London, the ULEZ reduced CO₂ emissions by 4% and NO_x emissions by 31% within six months, also lowering NO₂ concentrations by 29% [37]. In California, the Clean Trucks Program at the Ports of Los

² https://en.wikipedia.org/wiki/Congestion_pricing_in_New_York_City

³ <https://urbanaccessregulations.eu/>

Angeles and Long Beach have implemented emission-based restrictions since 2008. The program progressively banned pre-1989 trucks and, by 2012, restricted all trucks that failed to meet 2007 emission standards, leading to an over 90% reduction in port truck emissions [38].

3. Modeling and Simulation Evaluation

This chapter explains the modeling evaluation of selected alternative truck route strategies. The identification of alternative truck route to be modeled and the areas to be used as case studies are described. For each alternative truck route strategy, the modeling methods and results are presented in detail.

3.1. Modeling of Truck and Passenger Car Activities

As part of this research effort, we developed a model to simulate all the transportation activities in Inland Empire, which serves as the foundation for health impact analysis and truck routing strategy design. As one of the largest freight hubs in the United States, the freight transportation in Inland Empire brings significant traffic congestion and air pollution in local communities. However, there is great challenge in measuring or estimating the impact of freight traffic on the air quality as air pollutant concentration is influenced by various sources, including passenger and freight traffic, anthropogenic and biogenic emissions, as well as the interaction of both physical and chemical processes. To quantify the environmental impacts of freight transportation in Inland Empire, we developed a three-layer framework for generating truck-related trips: 1) extracting TAZ-based truck origin-destination (OD) pairs from Southern California Association of Governments (SCAG) [39] data; 2) Refining truck OD pairs using real-world truck operation data from telematics provider, which provides smaller zone-based truck trip events within TAZ to enhance the spatial resolution for truck demand; and 3) identifying the locations of OD points as the inputs for activity-based modeling. We then utilize BEAM (Behavior, Energy, Autonomy, and Mobility) [2], a mesoscopic agent-based simulation platform to generate detailed passenger and freight activity schedules, enabling estimation of emissions on non-highway sections.

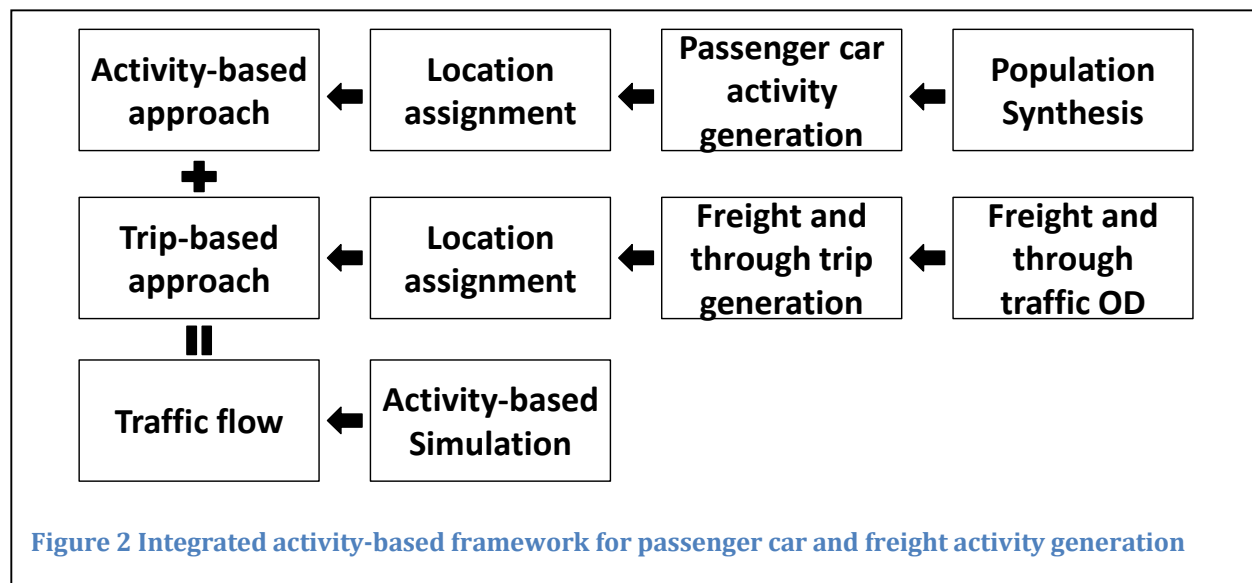


Figure 2 illustrates the proposed integrated activity-based model for both passenger and freight transportation. This innovative model merges the strengths of both the activity-based and trip-based methodologies, offering a comprehensive portrayal of traffic dynamics within the designated study area. In the activity-based segment of this model, the first step involves synthesizing a demographic population, a process rooted in detailed census information. This procedure involves disaggregating population data from an aggregate or broader level down to a high-resolution level, such as the census block group level. This disaggregation process provides a more granular view of the population, enabling the model to more accurately simulate individual travel behavior. Subsequently, passenger car activities are generated from this detailed, synthesized population data. The generation of these activities is generated on the principle that travel is essentially a derived demand, arising from individuals' need to undertake activities such as returning home, commuting, or engaging in recreational activities. This perspective places individual decision-making at the heart of the model, embedding a strong behavioral foundation for understanding why individuals participate in activities at specific locations and times.

Instead of using an activity-based approach, freight activities are generated using trip-based methods, as the raw truck demand data from SCAG focuses primarily on OD trips without indicating the motivations behind these trips and connections between trips. More details will be provided in following sections. Nevertheless, to create a complete and accurate picture of real-world transportation, the model goes a step further. Recognizing that the combination of passenger car activities and truck activities alone does not fully depict the complex dynamics of real-world transportation, through traffic is incorporated into the model using a trip-based method. This additional component ensures that the model can simulate not just localized activity inside, from or to Inland Empire, but also the traffic that merely passes through the area without originating or ending there. By combining passenger car activities, truck activities, and through traffic, the model aligns with traffic monitoring data and presents a more holistic and accurate reflection of real-world traffic conditions.

3.1.1. Truck O-D Pair Extraction

In SCAG, we utilize the existing Regional Transportation Model (RTM) to extract freight trips' original-destination (O-D) pairs, where the model forecasts three weight classes: LDDT (light-duty diesel truck), MDDT (medium-duty diesel truck), and HDDT (heavy-duty diesel truck). The RTM consists of two different components: external trip generation and distribution model and internal trip generation and distribution model to estimate the zone-based O-D table for interregional and intraregional truck trip, and the zones are classified into four types: internal zones, external zones, airport zones, and extra zones. There are 4109 tier 1 traffic analysis zones (TAZ) in the entire SCAG area, which are like census block group, making OD table a 4109 by 4109 matrix.

To streamline the data and isolate the truck Origin-Destination trips associated exclusively with the study area, we employed TransCAD to execute the 'Subarea Analysis' tool and refined the large O-D matrix to smaller grid. This trimmed version specifically details the truck trips occurring within our study area. This updated matrix

retained three main types of truck trips: internal trips, inbound/outbound trips, and through traffic. For example, if a truck travels through the city of study area, the subarea analysis modifies its origin and destination locations to points located within the study area's boundary. This modification ensures the data focuses solely on the study area without compromising the total volume of trips.

In this refined O-D trip table for the subarea, we have generated 195,252 heavy-duty truck trips utilizing the trip-based approach. These truck trips encompass all three types of trips, offering us a comprehensive insight into truck traffic dynamics within the study area. The application of these methods allows us to generate a high-fidelity representation of real-world truck traffic, laying the groundwork for more nuanced and effective transportation planning and analysis.

3.1.2. Truck Activity Generation using OD Data

The O-D table divides the data into five specific time periods: Morning peak (AM), Mid-day (MD), Afternoon peak (PM), Evening (EVE), and Night (NT). Each time period spans several hours, making the precise travel time of truck trips difficult to ascertain. This lack of precision is not conducive to generating accurate truck trip itineraries. An initial solution could be to distribute all truck trips' start times uniformly across the five periods, assuming an equal dispersion of departures throughout the day. However, this supposition may not accurately reflect real-world behavior, as it doesn't account for potential variations in truck activities throughout the day. To overcome this, we chose to utilize 5-minute time interval profiles of truck volume data, obtained from the California Department of Transportation's Performance Measurement System (PeMS). The PeMS collects real-time traffic volume data by vehicle category from over 39,000 vehicle detection stations situated on freeway systems across California. We analyzed traffic volume data collected from the year 2023, which includes both weekdays and weekends. This analysis enables us to calculate truck traffic volume for every 5 minutes in a typical day. Figure 3 visualizes the vehicle detection stations (represented by red dots) along the freeways, which provide truck flow data at 5-minute intervals.

However, the TAZs can be too coarse for truck trip generation, especially for the use of truck-related facility. To tackle this limitation, we leverage a large-scale, real-world truck activity data for the Inland Southern California region for September 2023 from a telematics provider named Geotab. This dataset includes estimates of the number of trips, number of stops, and idling duration at a spatial resolution of approximately 0.74 km². Using this rich dataset, we propose a three-layer framework for generating truck-related trips associated with real-world truck-related facilities. Figure 4 shows the three-layer projection. The bottom one is the TAZ, the middle layer is the real-world data, and the top layer is the truck-related facilities.

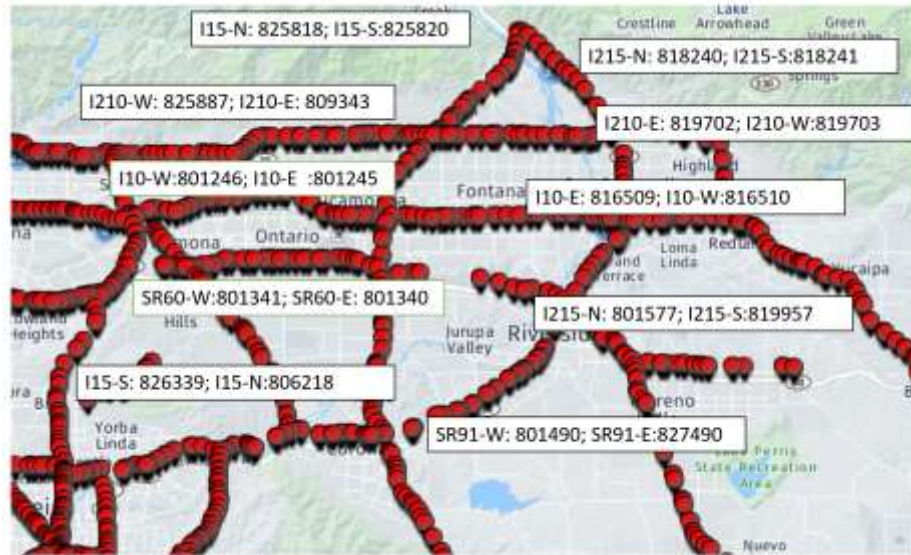


Figure 3 Vehicle Detection Stations (VDS) on highways

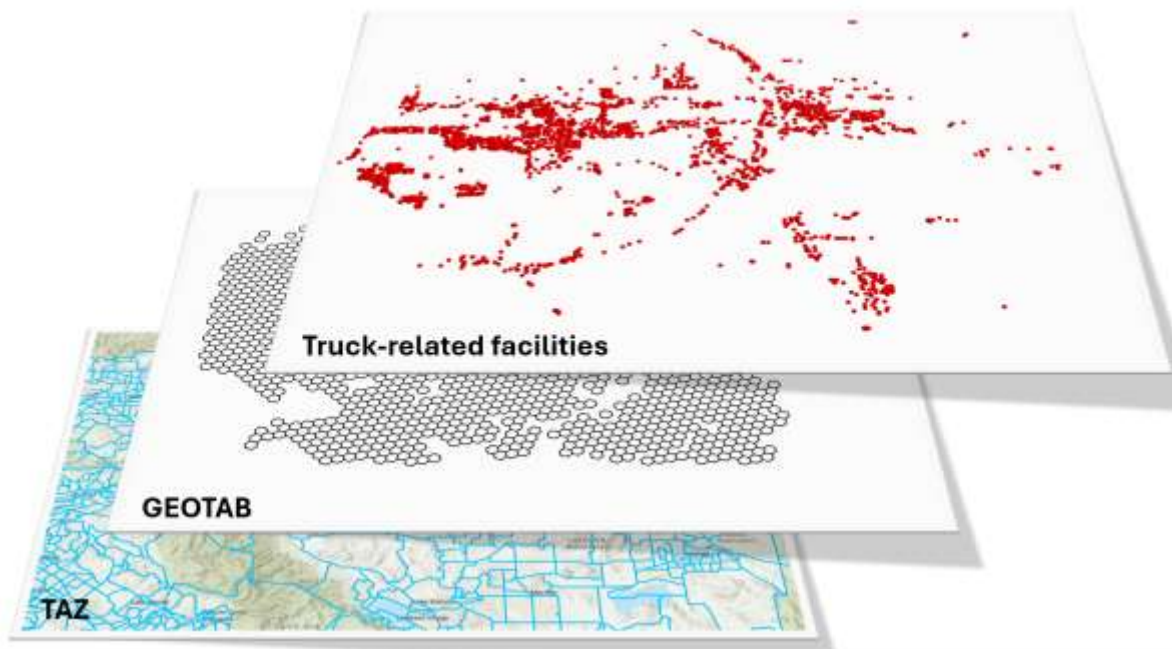


Figure 4 Truck trips assignment

3.1.3. Traveler Activities Generation

Passenger car activities are considered as the background traffic in the proposed model, which may indirectly impact the routing choices of trucks, the travel speeds of trucks, and then the emissions from the trucks. To generate passenger car trips, we leverage SynthPop [40], a reimplementation of PopGen model [41], to synthesize passenger

vehicle trips in a transportation system, which hinges upon the latest census population data, travel survey findings, and traffic analysis zone details. SynthPop excels at synthesizing populations within smaller geographical units, like census tracts or block groups. It has been rigorously tested in multiple states and enables seamless synthesis of populations, ensuring alignment with population controls within these smaller geographies using data from the 2020 American Community Survey (ACS) [4]. Applying this approach, we synthesized the population of Riverside which totaled 1,416,333 individuals residing in 427,662 households. Figure 5 visually represents the population distribution across the block groups that encompass these cities. The color gradient, ranging from yellow to red, signifies population density, with yellow representing lower population and red indicating higher population density. This map reveals that the cities of Riverside and Ontario have notably higher population densities compared to other areas. This geospatial representation allows us to understand better the distribution of population density, which is vital for our synthesis of passenger vehicle trips.



The Longitudinal Employer-Household Dynamic (LEHD) Origin-Destination Employment Statistics [5] provide zone-based commuting O-D trips, where the origin is the home zone and the destination is the work zone. Another critical input data for generating on-demand daily personal or commuting trips within a city is the block group information. This information includes the level of service data, population, and mutual distance between block groups. Figure 6 illustrates job counts by home cities, where darker blue represents higher job counts and white denotes fewer. This project utilizes the LEHD program to derive employment statistics from the block level, identifying approximately 150 thousand work destinations within the study area. These trips' origin-destination pairs were then combined with synthetic population data from SynthPop.

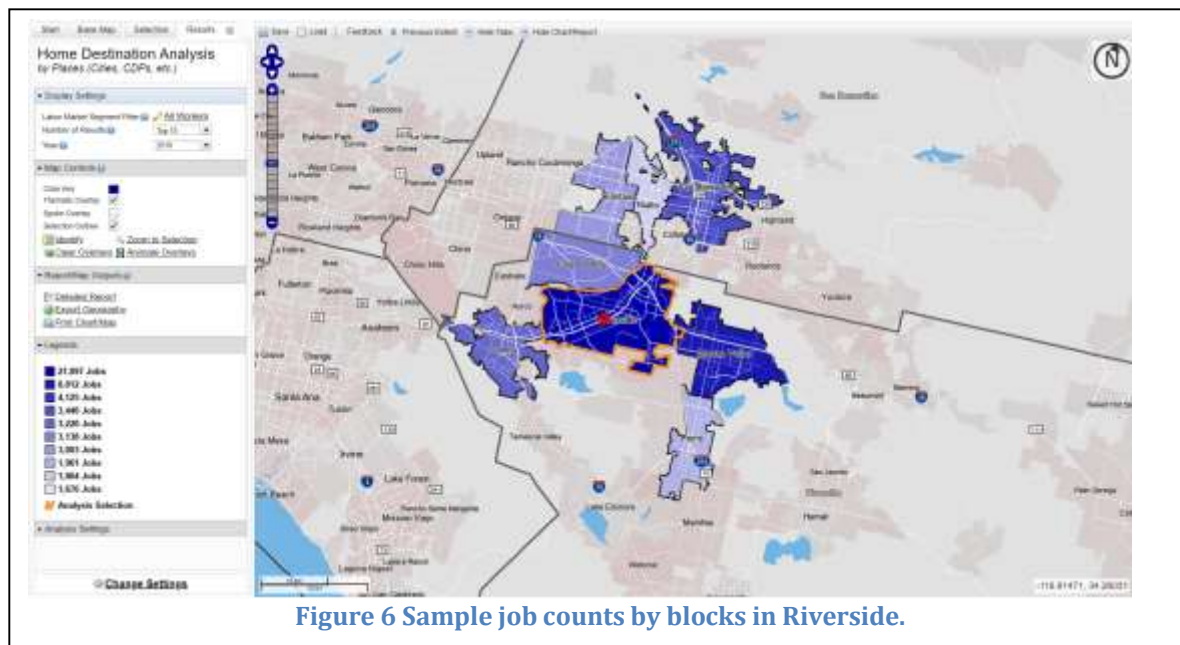


Figure 6 Sample job counts by blocks in Riverside.

We then utilize the Comprehensive Econometric Micro-simulator for Daily Activity-travel Patterns (CEMDAP) as the core software. CEMDAP enables the generation of complete daily activity-travel patterns for every individual in each household of a population, taking into account various socio-demographic, land use, and transportation level of service attributes. The software produces diverse activity-based trips, including those related to work, school, and dining out. The on-demand trips produced by CEMDAP are zone-based. We employ ArcGIS Pro to assign exact home addresses to the households.

3.1.4. Through Traffic Imputation

In previous sections, we generated freight trips that associated with the study area. The truck trips have reflected a relatively realistic freight traffic in this area, including in/out bound trips and through truck trips. A complete personal daily trip for different purposes, such as commuting, schooling, shopping, and eating out, are also synthesized by CEMADP, based on 2020 ACS and travel survey data. However, this approach can only capture the internal and in/out bound activities without considering the through traffic that travel across the study area. To enhance the realism, we added through traffic to the model by computing the traffic flow discrepancy between generated activities and PeMS traffic monitoring data, the field measurement at freeways. The main idea to impute the through traffic is to subtract generated traffic from monitoring data. The imputed outbound traffic is calculated by equation (1), while the imputed inbound difference is calculated by equation (2). In the equations, Actual trips mean the traffic monitoring data from PeMS, passenger trip mean the generated passenger car activities, and truck trips mean the generated truck trips. Figure 7 visualizes the traffic monitoring data for different highways that across the study area.

$$\text{outbound trip}_{\text{impute}} = \text{Actual trip}_{\text{out}} - \text{passenger trip}_{\text{out}} - \text{truck trip}_{\text{out}} \quad (1)$$

$$\text{inbound trip}_{\text{impute}} = \text{Actual trip}_{\text{in}} - \text{passenger trip}_{\text{in}} - \text{truck trip}_{\text{in}} \quad (2)$$

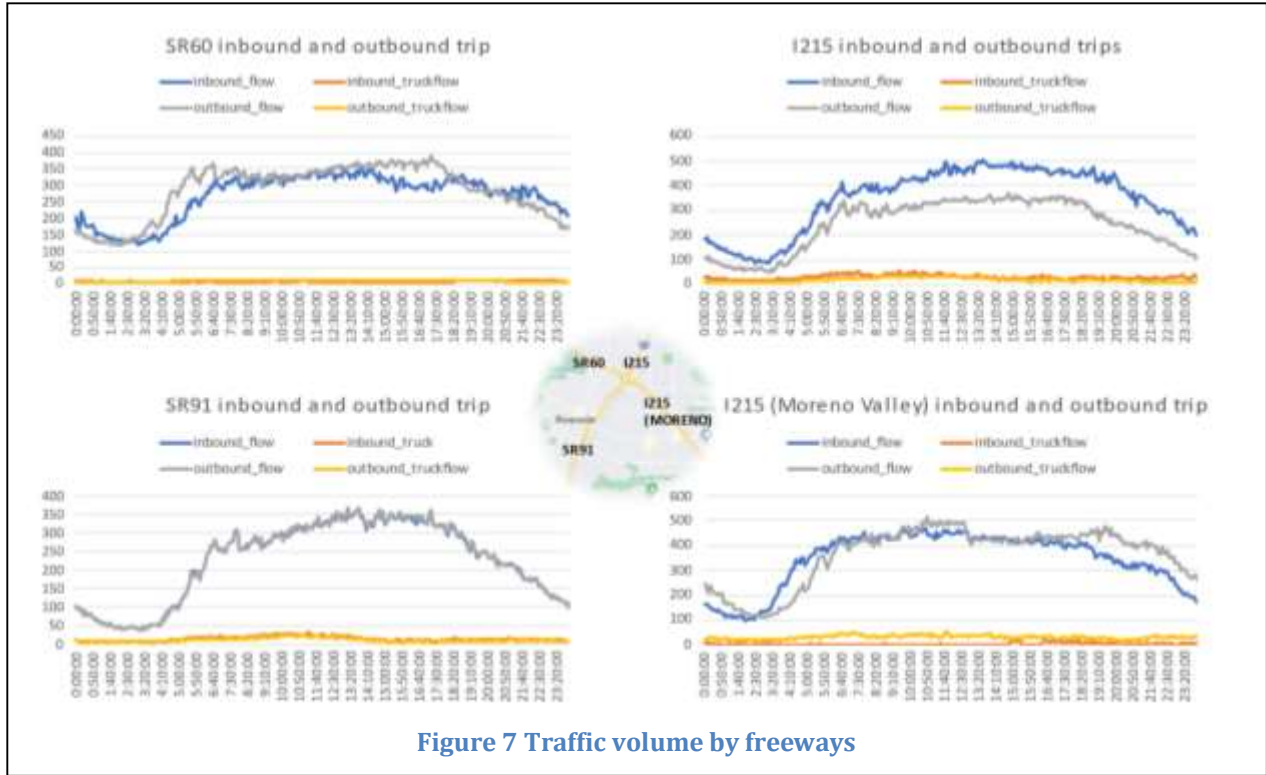


Figure 7 Traffic volume by freeways

In our approach, we selected five major freeways in the area, considering traffic flow in both directions. Owing to the enormous size of the raw data, we opted for sampling 10% of the traffic monitoring data, as well as 10% of the passenger car and heavy-duty truck data. This sampling strategy was applied across a 24-hour day to generate a representative picture of through traffic entering and exiting the study area for each hour.

As illustrated in Table 1, our method enabled us to effectively estimate through traffic at major points of entry and exit along the freeways. At certain hours and points, the percentage of imputed through traffic was zero. This indicates that the inbound or outbound trips of passenger cars and heavy-duty trucks either met or slightly surpassed the traffic monitoring data, meaning no additional through traffic needed to be imputed at those particular times and locations.

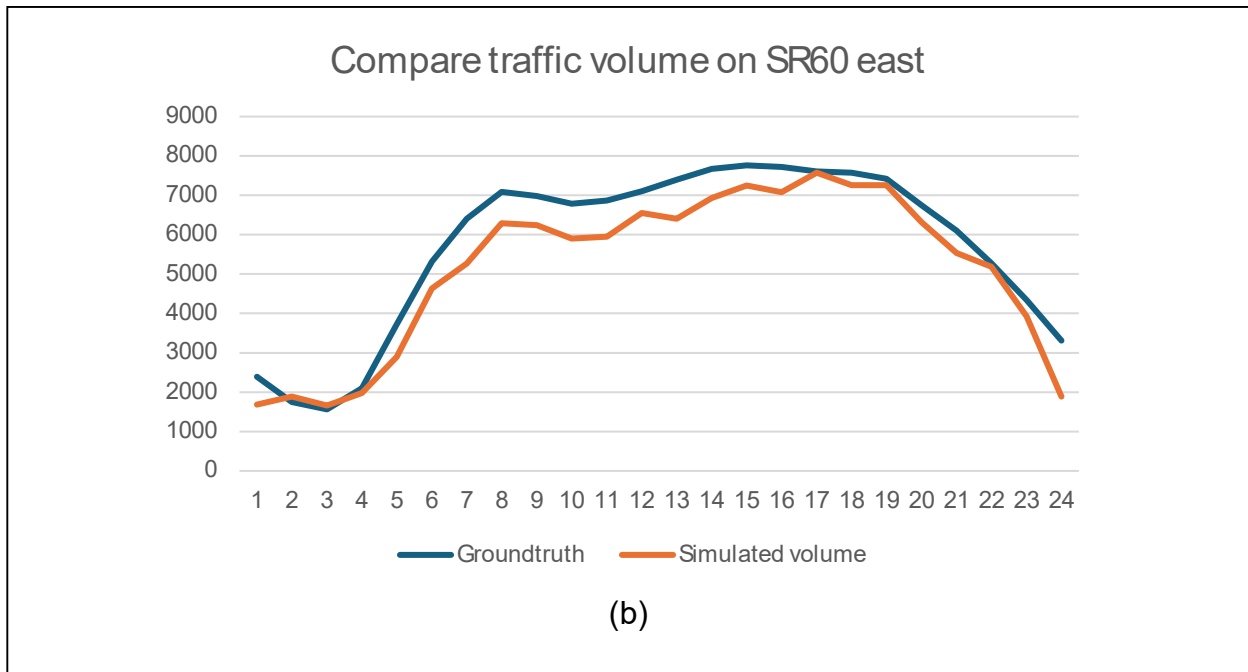
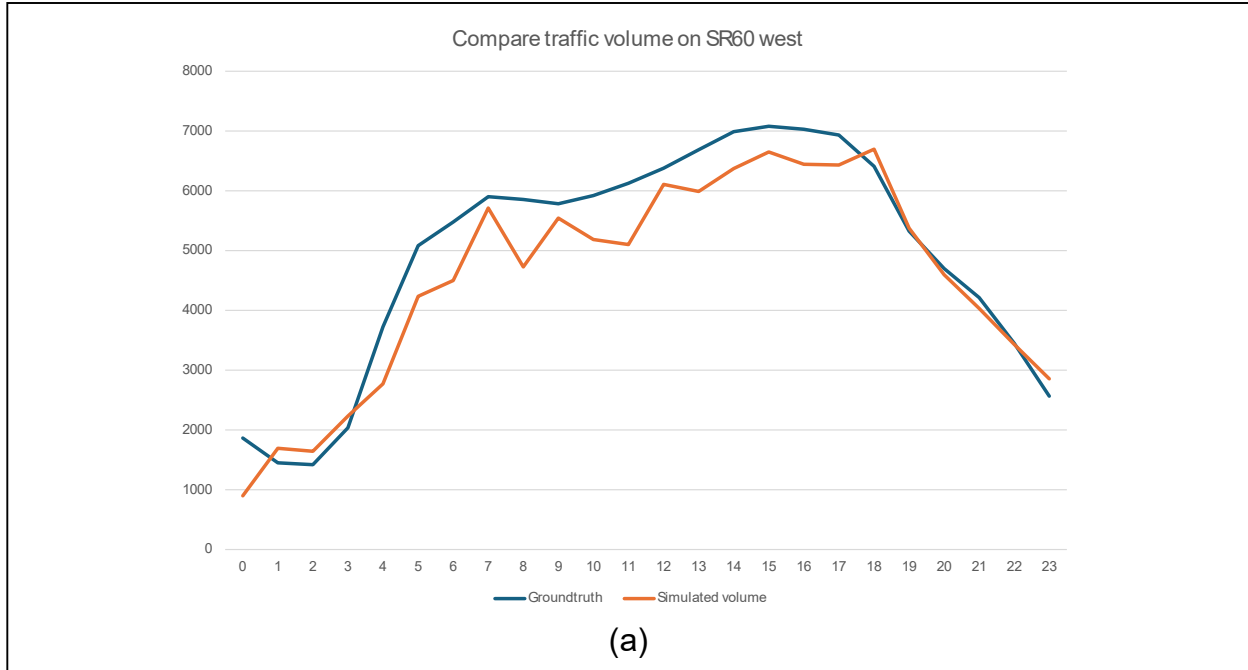
Table 1 Through traffic imputation (midnight-9AM)

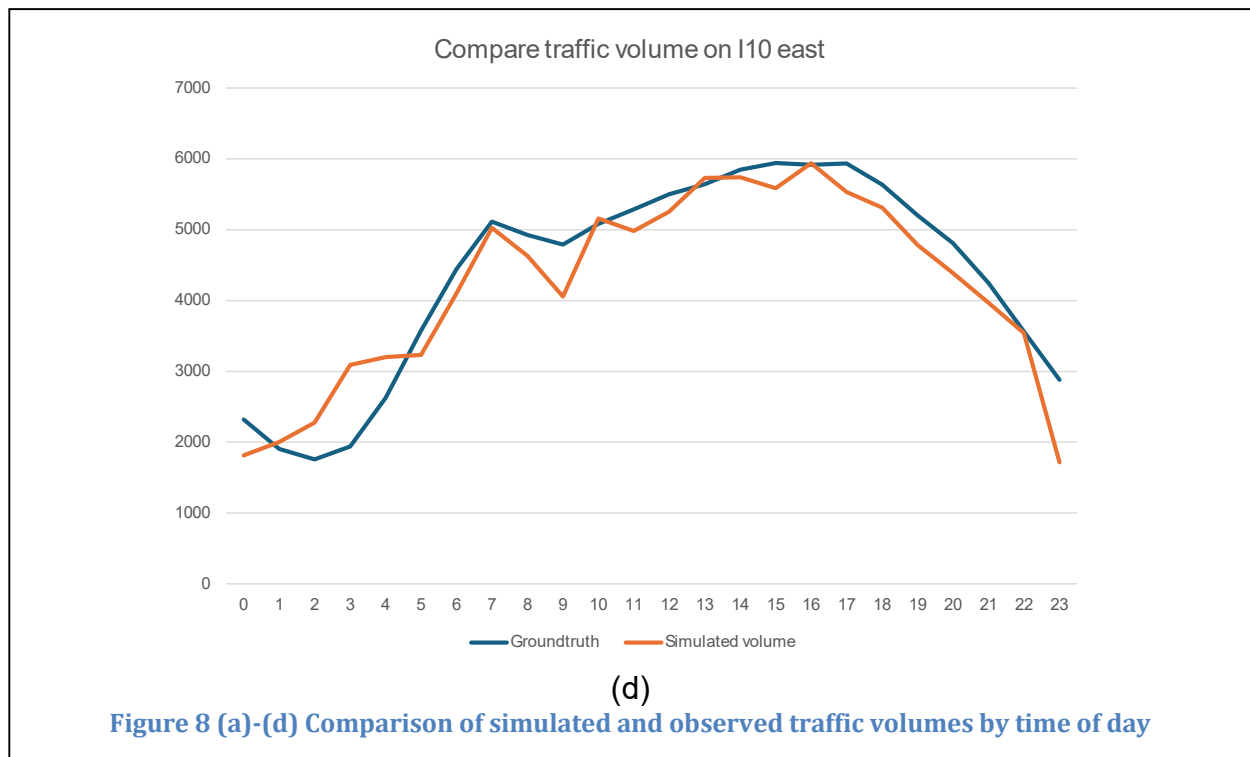
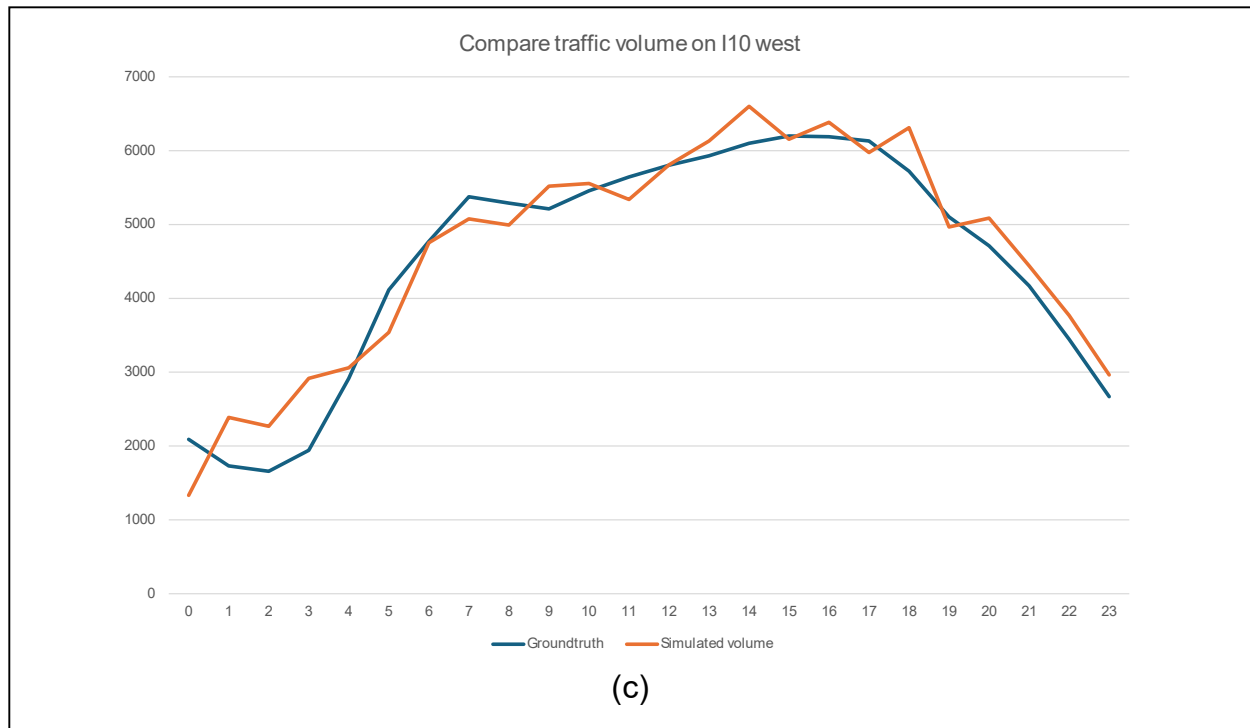
time	0:00:00	1:00:00	2:00:00	3:00:00	4:00:00	5:00:00	6:00:00	7:00:00	8:00:00
i210Wout	1300	1163	1189	1500	2266	3242	3513	3764	3854
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	99.31%	98.54%	97.90%	97.67%	98.37%	98.77%	99.20%	99.02%	99.07%
i10Wout	1397	1076	1109	1831	2544	4574	4769	4769	4828
car	202	635	909	1826	2113	2148	1799	1671	1515
truck	6	3	4	5	2	6	10	11	17
through traffic imputed	85.11%	40.71%	17.67%	0.00%	16.86%	52.91%	62.07%	64.73%	68.27%
SR60Wout	1567	1178	1095	1403	2458	3658	4788	5415	5266
car	49	178	265	413	529	503	399	357	340
truck	2	3	1	1	2	3	6	5	1
through traffic imputed	96.75%	84.63%	75.71%	70.49%	78.40%	86.17%	91.54%	93.31%	93.52%
i15Nout	1191	880	775	866	1326	2172	3088	3838	3760
car	4	10	21	26	21	21	9	14	10
truck	2	1	1	2	2	1	1	2	3
through traffic imputed	99.50%	98.75%	97.16%	96.77%	98.27%	98.99%	99.68%	99.58%	99.65%
i215Nout	542	440	416	461	699	965	1198	1485	1379
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	98.34%	96.14%	93.99%	92.41%	94.71%	95.85%	97.66%	97.51%	97.39%
i210Ein	2363	1886	1685	1600	1723	2285	3168	4272	4710
car	94	286	449	901	913	942	807	747	656
truck	4	2	3	3	2	2	2	5	6
through traffic imputed	95.85%	84.73%	73.18%	43.50%	46.89%	58.69%	74.46%	82.40%	85.94%
i10Ein	1731	1379	1263	1830	2111	3102	4245	5144	5127
car	202	634	909	1825	2109	2143	1797	1668	1513
truck	6	3	4	5	2	6	10	11	17
through traffic imputed	87.98%	53.81%	27.71%	0.00%	0.00%	30.72%	57.43%	67.36%	70.16%
SR60Ein	2556	1837	1563	1648	2397	4005	5620	6435	6475
car	50	180	277	419	547	513	406	362	344
truck	2	3	1	1	2	3	6	5	1
through traffic imputed	97.97%	90.04%	82.21%	74.51%	77.10%	87.12%	92.67%	94.30%	94.67%
i15Sin	1179	883	790	943	1450	2336	3199	3922	3843
car	4	10	22	26	22	22	9	14	11
truck	2	1	1	2	2	1	1	2	3
through traffic imputed	99.49%	98.75%	97.09%	97.03%	98.34%	99.02%	99.69%	99.59%	99.64%
i215Sin	659	572	548	616	867	1122	1314	1560	1509
car	3	13	22	29	28	31	11	18	10
truck	6	4	3	6	9	9	17	19	26
through traffic imputed	98.63%	97.03%	95.44%	94.32%	95.73%	96.43%	97.87%	97.63%	97.61%

3.1.5. Traffic Volume Validation

Figure 8 (a)-(d) display the comparisons between the simulated traffic volumes and the actual traffic volumes recorded by PeMS. Given that the target area is a hub of the prosperous logistics industry, with numerous warehouses particularly around highways I-10 and SR-60, validating traffic volumes on these routes was crucial for an accurate representation of the area's traffic dynamics. The comparison revealed a noticeable

discrepancy in traffic volumes before 5:00 a.m., indicating a disparity in traffic patterns depending on the time of day. Although the calibration and validation processes were demanding, the simulated traffic volumes post-5:00 a.m. closely align with the real-world data, reflecting high-quality simulation outcomes.



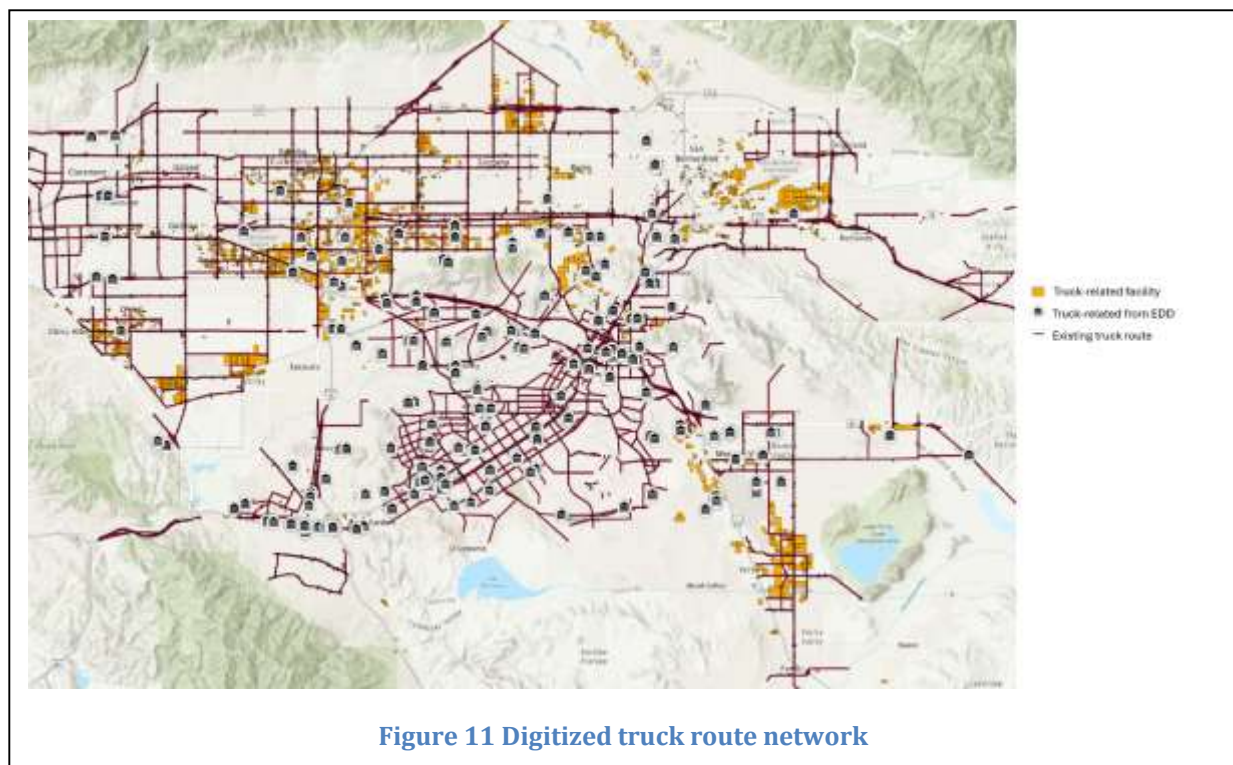
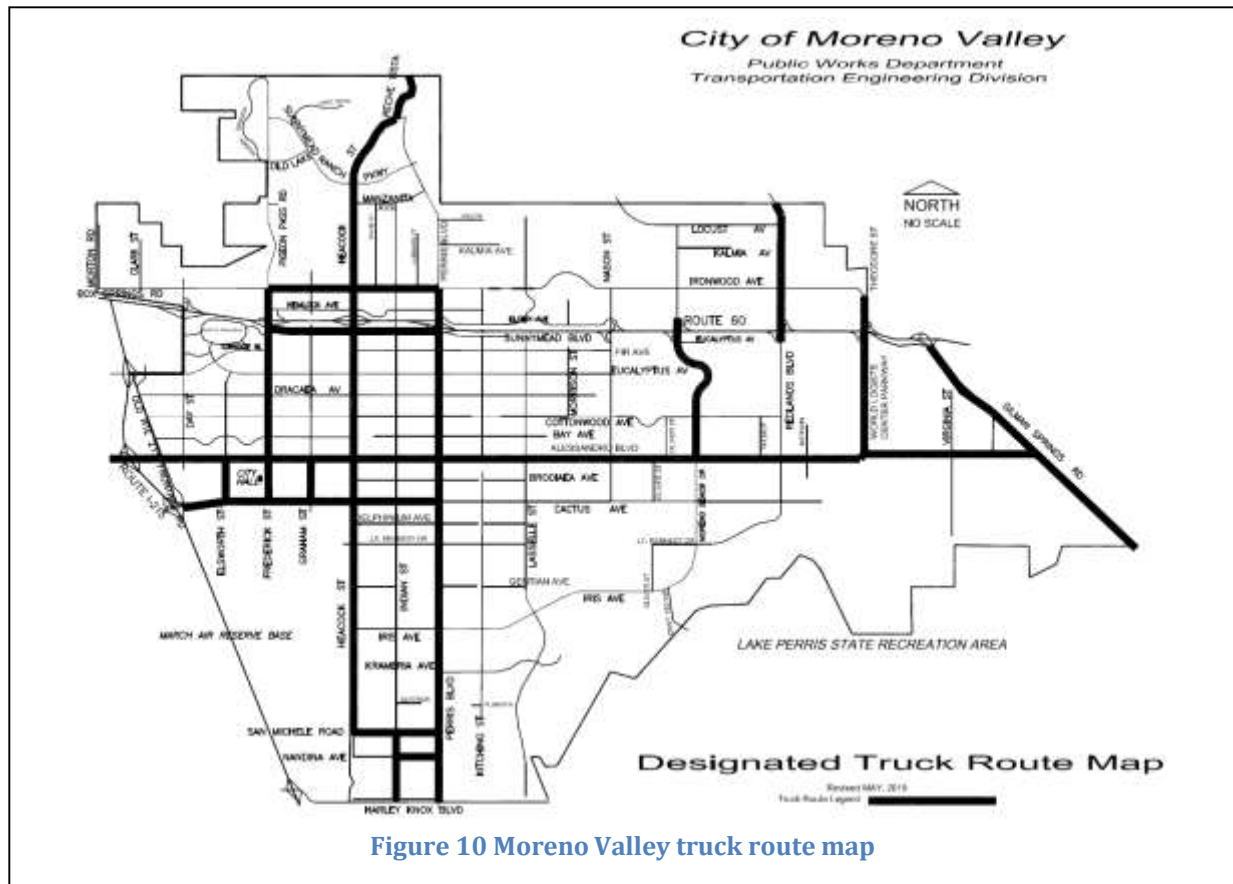


3.2. Truck Routes Digitalization

This study employs a mesoscopic traffic simulation, with the traffic network covering the entire study area. Figure 9 below illustrates the simulated network in BEAM. To accurately represent the truck route network, the current truck route maps were coded into the simulation, constraining the movement of HDDTs accordingly. However, as the truck route maps provided by cities were available only as images rather than shapefiles, researchers manually digitized and integrated each route into the simulation network.

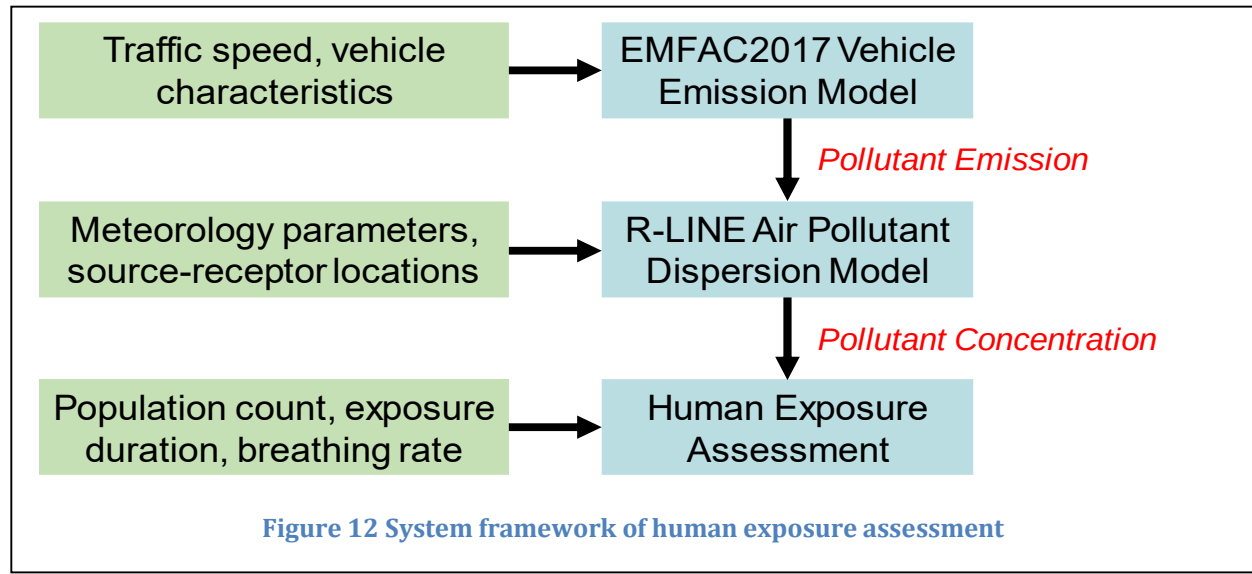
To date, seven cities, including Moreno Valley (shown in Figure 10), Chino, Eastvale, Fontana, Ontario, Rialto, and Upland, published their truck route maps online. We coded those truck routes in the simulation network as the baseline case. In addition, Riverside provides truck route restrictions in text format, which were incorporated into the network as well by keeping all the “arterial”, “secondary”, and “tertiary” roads (classified by OpenStreetMap) for truck usage while excluding all the “residential roads” and all the restricted roads specified by the city. In total, eight truck route maps are included in the simulation, ensuring a comprehensive representation of freight movement across the study area. The existing truck routes are coded in Figure 11 and showcase the truck-related facilities provided by Pitzer College and California Employment Development Department. Intuitively, truck routes in Moreno Valley are limited, primarily covering major truck-related facilities. Expanding the current freight network could enhance freight efficiency. In contrast, Riverside City has fewer truck route restrictions, providing truckers with more route options within the city. However, this increased flexibility may negatively impact local communities.





3.3. Air Quality and Human Exposure Assessments

Figure 12 presents the methodological framework of human exposure assessment. It involves a modeling chain of vehicle emission modeling, air dispersion modeling and human exposure assessment where the output from one step is used as an input for the next step. In addition, each step also requires other inputs. The inputs and assumptions associated with each modeling step are described below.



3.3.1. Vehicle Emission Modeling

To determine vehicle emission factors (in the unit of gram/mile), link-based traffic activities (e.g., average traffic speed) and vehicle characteristics (e.g., vehicle type and model year) are needed as inputs. There are several emission models developed for regulatory or research purposes. Examples include EMFAC (EMission FACtor model) [42] developed by the California Air Resources Board (CARB) [12], which is used for regulatory purposes in California, and MOVES (MOTOR Vehicle Emission Simulator) by the U.S. Environmental Protection Agency (EPA), which is used for regulatory purposes in the other 49 states [43].

For this study, the traffic states were simulated using BEAM based on road network and travel demand of study area. With the traffic states available, the modeling of vehicle emissions was performed for HDDT trips associated with the study area. Running exhaust $PM_{2.5}$, NO_x , and CO_2 emissions factors of the truck were obtained from EMFAC2017 based on the speed modeled with BEAM. The calculation of emissions was then focused on $PM_{2.5}$, NO_x , and CO_2 emissions from HDDTs and passenger car. There were calculated using Equation (3) below.

$$E_{i,j} = V_{i,k} \times L_i \times EF_{j,k} \quad (3)$$

where $E_{i,j}$ is mass emission of pollutant j on link i ; $V_{i,k}$ is HHDT volume on link i with link speed k ; L_i is length of link i ; and $EF_{j,k}$ is emission factor of pollutant j at speed k .

The emission factors for heavy-duty diesel trucks were obtained from CARB's EMFAC2017 emission model for the following model run specifications:

- *Source* – EMFAC2017 (v1.0.3) Emission Rates
- *Region Type* – Sub-Area
- *Region* – Riverside (SC)
- *Season* – Annual
- *Vehicle Classification* – EMFAC2007 Categories
- *Model Year* – Aggregate

3.3.2. Air Dispersion Modeling

A dispersion model is commonly used to estimate the concentration of air pollutants emitted from vehicular sources at specific receptor locations. In this study, R-LINE, a research grade dispersion model for near-roadway assessment was used[44]. Micrometeorology data inputs for R-LINE such as temperature, wind speed, wind direction, surface friction velocity, and Monin-Obukhov length were obtained from a South Coast Air Quality Management District website[45]. Since the predominant wind pattern in the study area is southwesterly (Figure 13) in the year 2017, the wind direction is set accordingly at 2.88 m/s for the analysis. Source height was assumed to be 2.5 meters (~8.2 ft), which represents a typical height of exhaust stacks of heavy-duty diesel trucks. Receptor height was assumed to be 1 meter (~3.3 ft), which represents an average height of 5 years old children.

3.3.3. Human Exposure Assessment

In this research, pollutant exposure is referred to the amount of pollutant inhaled by a group of subjects. Therefore, *inhaled mass (IM)* was used to represent the pollutant exposure, which was calculated as:

$$IM = C \cdot Pop \cdot t \cdot BR \quad (4)$$

where C is pollutant concentration ($\mu\text{g}/\text{m}^3$) in a given microenvironment; Pop is number of subjects in the microenvironment; t is truck travel time on the road link (hour); and BR is breathing rate ($\text{m}^3/\text{hour}/\text{capita}$) of the subjects exposed to the pollutant.

Breathing rates of population in different age groups were based on the U.S. EPA's Exposure Factors Handbook[6]. In addition, the California Office of Environmental Health Hazard Assessment's Technical Support Document of Exposure Assessment and Stochastic Analysis included detailed breathing rate scenarios [7]. In this research, a population-wide average breathing rate of $17 \text{ m}^3/\text{day}$ was assumed.

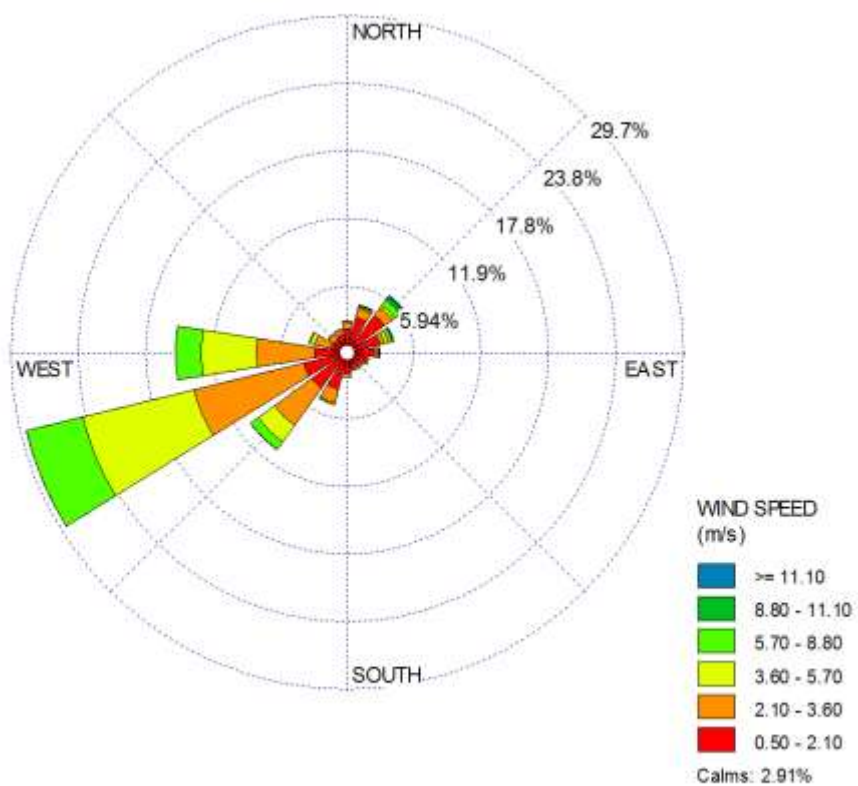


Figure 13 Windrose map

4. Case Studies

In this section, we will conduct truck route assessment to identify alternative truck routes that can reduce negative health impacts to the Cities of Riverside and Moreno Valley. The research team evaluated potential expansion or restriction opportunities of existing truck route to mitigate HDDT emissions and reduce nearby human exposure. These strategies are evaluated at three spatial scales: the city level, the neighboring city level, and the wider regional level. This multi-scale approach ensures that improvements in one city do not simply shift emissions to other areas. The selection of study areas was based on the degree to which the areas were disproportionately affected by traffic emissions, especially those from heavy-duty diesel trucks. The modeling of the alternative truck routes and exposure assessment were based on the following scope and assumptions.

4.1. Study Area and Network

The modeling area is a subset of SCAG regional TDM network, as shown in Figure 14. The HDDT trips associated with this area are generated in SCAG TDM with subarea analysis using TransCAD, while the travel activities are generated with the demographic information. The yellow lines indicate the road network associated with the studied cities, the block level population is denoted in the map, which reflects the block-level population in the year 2020, and the sensitive groups (i.e., senior housing and schools) are also considered in the assessment of human exposure. The human exposure is calculated based on the population and sensitivity group in this area, and the research team explore the potential alternative truck routes to let the HDDT to avoid vulnerable local communities to reduce the human exposure.

4.2. Modeling Scenarios

The truck route design in a city impacted the health conditions of surrounding population, especially those sensitive groups. Thus, a link-based human exposure evaluation is conducted to quantify the truck-related exposure on a link basis. This approach provides a quantitative framework for identifying optimal truck route network that would minimize the exposure to the local population. As shown in Figure 15, the link-based HDDT PM_{2.5} emissions is estimated based on the truck volume and travel speed that are simulated in the traffic simulator, which is BEAM. The figure indicates the impactful links in the region that should be noted to be restricted for truck travel. The red lines indicate a higher PM_{2.5} emissions caused by the truck traveling on the corresponding link, while the yellow links indicate a lower air quality impact.



Figure 14 Modeling area



Figure 15 Link-based HDDT emission - PM2.5

To evaluate the impact of alternative truck routes on traffic, emissions, and human exposure in Riverside and Moreno Valley, seven scenarios were proposed and modeled as shown in Figure 16:

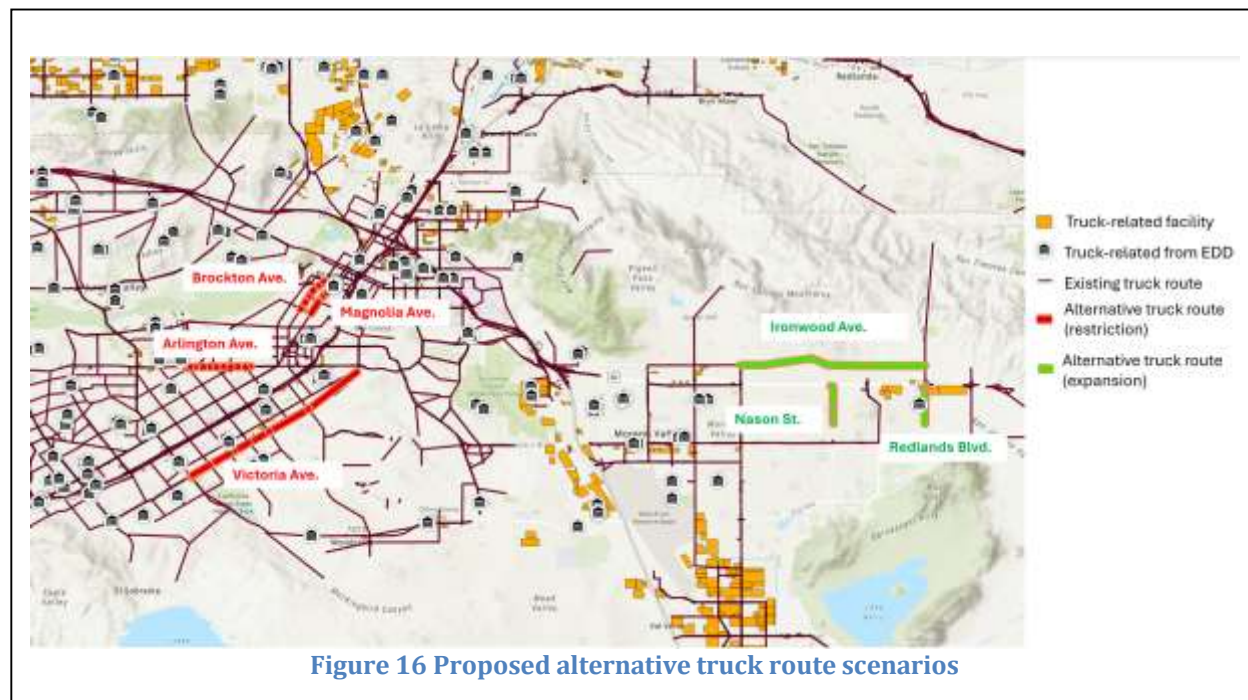


Figure 16 Proposed alternative truck route scenarios

Baseline: No changes to the existing truck routes. This scenario is directly coded from the city's truck route map.

Riverside Scenarios:

- Restrict Brockton Ave. and Magnolia Ave.: Truck movements are restricted on these roads due to the proximity of sensitive facilities, including a hospital, a middle school, and a college.
- Restrict a Segment of Arlington Ave.: Truck restrictions are applied from Adam St. to California Ave. due to nearby schools.
- Remove Victoria Ave.: Victoria Ave. (from University Ave. to La Sierra Ave.) is recently restricted for truck use by the city in 2024. Its removal in the model helps quantify potential human exposure benefits compared to baseline.

Moreno Valley Scenarios:

- Add Nason St.: Nason St. is considered as an additional route to help reduce the exposure burden on existing truck routes. The risk of exposure to nearby communities along Nason St. is minimal due to the low population density downstream of the predominant wind direction.
- Add Ironwood Ave.: Ironwood Ave. is also considered as an additional route to relieve the exposure burden on existing truck routes, while adding minimal exposure risks to nearby population.

- Add both Ironwood Ave. and Nason St.: This scenario evaluates the combined effect of routing trucks along both Ironwood Ave. and Nason St.
- Add Redlands Blvd.: Redlands Blvd. is also evaluated as a potential alternative truck route.

4.3. Results for Riverside Scenarios at City Level

The table below presents the evaluation of three proposed alternative truck routes in Riverside, focusing on their mobility and environmental impacts. Restricting truck access on Brockton Ave. and Magnolia Ave. does not significantly impact truck VMT or truck travel time, as trucks would be rerouted to other low-impact roads without taking additional travel time. Accordingly, a slight increase (0.5%) in HDDT emissions is observed from this design. While overall human exposure for the local population and sensitive groups is reduced by approximately 1.6%, a slight increase in PM_{2.5} exposure to sensitive groups is observed. Regarding NO_x, the overall human exposure and the exposure to sensitive groups are reduced by 1.4% and 0.3% respectively. The removal of truck routes on Arlington Ave. led to only minor exposure improvements to sensitive groups and slightly increase in overall exposure. Given the limited benefits, restricting truck access on this road does not appear to be an effective alternative. Victoria Ave. has already been restricted for truck use by the city recently, and this analysis provides a quantitative assessment of the benefits. The simulation results show that prohibiting trucks from Victoria Ave. reduced truck travel time and VMT by around 1%. Despite these trade-offs, the overall reduction in emissions and human exposure suggests that this alternative truck route provides a good solution. The human exposure of PM_{2.5} for the local population was reduced by 2.1%, with 0.4% HDDT emissions decreasing. Similarly, the human exposure of NO_x for the local population is reduced by 2.0%, with 0.8% HDDT emissions decreasing. The exposure by sensitive groups is also reduced by 0.9% and 1.3% in term of PM_{2.5} and NO_x, respectively. This case can be served as a strong example for future truck route optimization.

Several key factors should be considered when designing effective alternative truck routes. High link-based truck emissions should be a criterion for restricting truck access. Roads located upstream of prevailing wind patterns should also be considered for restrictions to prevent pollutant dispersion into populated areas. Additionally, roads near high population densities should be prioritized for truck bans, while high truck demand corridors require more refined routing strategies. Integrating these considerations into truck route planning can help balance mobility needs with environmental and public health benefits.

Table 2 Results for Riverside scenarios at city level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	% diff	Remove Arlington Ave.	% diff	Remove Victoria Ave.	% diff
VMT for truck (10 ³ km)	741.7	742.8	0.16%	743.2	0.20%	735.0	-0.90%
Travel time for truck (10 ³ hour)	9.164	9.156	-0.09%	9.188	0.26%	9.065	-1.09%
Avg truck speed (km/h)	80.92	81.13	0.26%	80.88	-0.05%	81.08	0.20%
PM2.5 exposure to facility (mg)	6.545	6.552	0.11%	6.521	-0.36%	6.483	-0.94%
PM2.5 exposure to block (mg)	13.91	13.69	-1.57%	13.93	0.12%	13.62	-2.08%
NOx exposure to facility (mg)	896.9	894.7	-0.25%	891.2	-0.64%	885.2	-1.31%
NOx exposure to block (mg)	1667	1644	-1.40%	1670	0.18%	1633	-2.02%
HDDT: CO2 emission (ton)	696.1	697.4	0.20%	697.5	0.20%	690.1	-0.86%
HDDT: PM2.5 emission (mg)	10.01	10.09	0.71%	10.03	0.13%	9.973	-0.41%
HDDT: NOx emission (mg)	784.7	787.1	0.30%	786.3	0.21%	778.8	-0.75%

4.4. Results for Riverside Scenarios at Neighboring City Level

As additional truck restrictions are implemented in Riverside, it is essential to ensure that these changes do not simply shift truck emissions and VMT to neighboring cities, such as Moreno Valley. To address this concern, our research expands the analysis to include travel statistics within a broader regional network. However, analyzing a larger network introduces increased complexity in evaluating mobility and environmental impacts. From a mobility perspective, restricting truck access on Brockton Ave. and Magnolia Ave. results in truck travel time and VMT reduction at the regional level. A similar pattern is observed in the Victoria Ave. scenario. From an environmental perspective, the emissions and human exposure benefits also show stronger improvements when considering the broader network. For example, the reduction in HDDT PM2.5 emissions is more pronounced at the regional level (-1.33%). This result suggests that alternative truck route designs can contribute to broader environmental benefits rather than simply redistributing pollutants to adjacent communities.

Overall, the alternative truck route strategies for Brockton Ave. and Magnolia Ave. and Victoria Ave. demonstrate robust improvements in mobility, emissions reduction, and human exposure mitigation at both local and neighboring city levels. Conversely, the Arlington Ave. scenario exhibits minimal impact, reinforcing the conclusion that removing trucks from this corridor does not significantly contribute to system-wide benefits.

It is important to note that these results are derived from an iteration-based simulation using the BEAM model. Some percentage changes, such as emission reductions, may partly reflect computational dynamics, which may be further magnified when expanding the network. Therefore, it is possible that the savings shown in Table 3 are mainly from computational dynamics in simulation other than the changing truck routes. Nonetheless, the findings support the conclusion that the proposed truck route strategies do not cause significant negative impacts to Moreno Valley.

Table 3 Results for Riverside scenarios at neighboring city level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	% diff	Remove Arlington Ave.	% diff	Remove Victoria Ave.	% diff
VMT for truck (10 ³ km)	975.5	957.3	-1.87%	976.9	0.14%	961.2	-1.47%
Travel time for truck (10 ³ hour)	12.49	12.30	-1.46%	12.51	0.19%	12.31	-1.43%
avg truck speed (km/h)	78.13	77.81	-0.41%	78.09	-0.05%	78.1	-0.04%
PM2.5 exposure to facility (mg)	8.348	8.327	-0.25%	8.320	-0.34%	8.244	-1.24%
PM2.5 exposure to block (mg)	15.13	14.79	-2.25%	15.14	0.07%	14.79	-2.23%
NOx exposure to facility (mg)	1145	1136	-0.78%	1139	-0.52%	1129	-1.42%
NOx exposure to block (mg)	1876	1846	-1.57%	1879	0.15%	1839	-1.98%
HDDT: CO2 emission (ton)	920.6	904.0	-1.81%	921.9	0.14%	907.3	-1.44%
HDDT: PM2.5 emission (mg)	13.07	12.79	-2.15%	13.08	0.07%	12.89	-1.36%
HDDT: NOx emission (mg)	1061	1045	-1.54%	1063	0.15%	1047	-1.33%

4.5. Results for Riverside Scenarios at Regional Level

As the transportation network expands to include more densely populated areas such as the cities of Ontario, Corona and San Bernardino, the mobility and environmental impacts of alternative truck routes are re-evaluated to assess potential negative effects. Compared to the city-level and neighboring city-level analyses, the overall mobility and environmental benefits diminish. However, the removal of Victoria Ave. continues to provide notable advantages, with emissions and human exposure reductions ranging from 1.4% to 2%, demonstrating its sustained effectiveness in improving air quality and public health. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to other cities in this area.

Table 4 Results for Riverside scenarios at regional level

	Baseline	Remove Brockton Ave. & Magnolia Ave.	% diff	Remove Arlington Ave.	% diff	Remove Victoria Ave.	% diff
VMT for truck (10 ³ km)	1699	1679	-1.18%	1701	0.09%	1674	-1.49%
Travel time for truck (10 ³ hour)	21.63	21.46	-0.77%	21.67	0.18%	21.35	-1.31%
avg truck speed (km/h)	78.55	78.22	-0.42%	78.47	-0.10%	78.41	-0.18%
PM2.5 exposure to facility (mg)	20.37	20.30	-0.32%	20.36	-0.05%	19.99	-1.87%
PM2.5 exposure to block (mg)	29.24	28.89	-1.21%	29.34	0.33%	28.68	-1.93%
NOx exposure to facility (mg)	2692	2678	-0.54%	2684	-0.29%	2637	-2.04%
NOx exposure to block (mg)	3472	3438	-0.98%	3483	0.32%	3403	-1.99%
HDDT: CO2 emission (ton)	1599	1581	-1.14%	1600	0.08%	1575	-1.47%
HDDT: PM2.5 emission (mg)	23.80	23.48	-1.34%	23.80	0.00%	23.47	-1.42%
HDDT: NOx emission (mg)	1813	1796	-0.95%	1815	0.07%	1788	-1.39%

4.6. Results for Moreno Valley Scenarios at City Level

In Moreno Valley, four alternative truck routing scenarios are evaluated. Currently, the designated truck routes in Moreno Valley primarily serve major truck-related facilities, resulting in a compact truck route network. This design may lead to detour and congestion in truck traffic, which is expected to be worsen with the continued growth of the freight industry in the region. To address this issue, this research explores the expanding the of truck route map to improve mobility while minimizing the impact on local communities in terms of human exposure. The four alternative scenarios analyzed are: 1). Adding Nason St. 2). Adding Ironwood St. 3). Adding both Nason St. and Ironwood St. and 4). Adding Redlands Blvd. These alternatives were carefully selected based on link-based truck emissions analysis and wind patterns, ensuring that fewer communities are located downstream of the proposed truck routes to minimize air pollution exposure.

The table below compares the performance of each scenario against the baseline. The first two scenarios—adding Nason St. or Ironwood St. alone—did not yield significant truck mobility improvements. In the third scenario, where both Nason St. and Ironwood St. are added, truck VMT is reduced while passenger car travel time increases. Environmentally, this combined scenario leads to a reduction in exposure for sensitive groups, with PM2.5 and NOx exposure dropping by 5.42% and 2.97%, respectively, although exposure for the overall block population increases. Meanwhile, truck emissions benefit from reduced congestion, with reductions ranging from 1.18% to 2.26%.

In contrast, the fourth scenario presents a more straightforward solution that simultaneously improves mobility, emissions, and human exposure. For HDDT, both VMT and travel time are reduced by 5.28% and 3.87%, respectively, reflecting the benefit of offering more route choices and avoiding potential detours. HDDT emissions see notable reductions as well, with PM2.5, NOx, and CO2 decreasing by 6.43%, 4.50%, and 5.14%, respectively. Additionally, human exposure for both local communities and sensitive groups drops by around 2%. In summary, the expansion of the truck route network enhances connectivity and offers more route choices for truckers, while it simultaneously improves mobility, reduces emissions, and benefits public health.

Table 5 Results for Moreno Valley scenarios at city level

	Baseline	Add Nason St.	% diff	Add Ironwood St.	% diff	Add Ironwood St. + Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10 ³ km)	371.2	370.5	-0.18%	371.4	0.06%	366.8	-1.18%	351.6	-5.28%
Travel time for truck (10 ³ hour)	4.826	4.830	0.10%	4.830	0.10%	4.802	-0.50%	4.639	-3.87%
avg truck speed (km/h)	76.91	76.7	-0.27%	76.89	-0.03%	76.38	-0.69%	75.78	-1.47%
PM2.5 exposure to facility (mg)	2.793	2.641	-5.42%	2.782	-0.37%	2.649	-5.15%	2.767	-0.91%
PM2.5 exposure to block (mg)	3.696	3.794	2.65%	3.701	0.13%	3.754	1.56%	3.574	-3.30%
NOx exposure to facility (mg)	341.0	330.9	-2.97%	339.6	-0.40%	330.8	-2.98%	334.5	-1.91%
NOx exposure to block (mg)	436.1	450.0	3.18%	437.2	0.25%	445.8	2.20%	426.4	-2.23%
HDDT: CO2 emission (ton)	353.4	352.7	-0.20%	353.6	0.05%	349.2	-1.20%	335.2	-5.14%
HDDT: PM2.5 emission (mg)	5.245	5.207	-0.72%	5.242	-0.05%	5.126	-2.26%	4.907	-4.43%
HDDT: NOx emission (mg)	419.0	418.1	-0.22%	419.1	0.02%	414.1	-1.18%	400.1	-4.50%

4.7. Results for Moreno Valley Scenario at Neighboring City Level

The evaluation at the neighborhood city level was conducted to ensure that the VMT and emissions are not merely shifted to the adjacent city (Riverside). In terms of mobility, the changes in truck VMT and travel time show that adding truck routes in Moreno Valley does not bring additional HDDT burden to City of Riverside. While Scenarios 1, 2, and 3 do not demonstrate significant human exposure benefits, Scenario 4 shows robust improvements in mobility, emissions, and human exposure, stick to the positive results observed in the city-level assessment. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to the City of Riverside.

Table 6 Results for Moreno Valley scenario at neighboring city level

	Baseline	Add Nason St.	% diff	Add Ironwood St.	% diff	Add Ironwood St. + Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10 ³ km)	975.5	977.0	0.16%	977.4	0.19%	972.9	-0.27%	957.5	-1.84%
Travel time for truck (10 ³ hour)	12.49	12.53	0.34%	12.51	0.23%	12.47	-0.14%	12.31	-1.44%
avg truck speed (km/h)	78.13	77.98	-0.19%	78.09	-0.05%	78.02	-0.14%	77.81	-0.41%
PM2.5 exposure to facility (mg)	8.34788	8.19438	-1.84%	8.34573	-0.03%	8.19116	-1.88%	8.3175	-0.36%
PM2.5 exposure to block (mg)	15.13	15.23	0.66%	15.16	0.17%	15.01	-0.76%	14.78	-2.35%
NOx exposure to facility (mg)	1145	1133	-1.05%	1145	0.06%	1126	-1.66%	1130	-1.28%
NOx exposure to block (mg)	1876	1897	1.11%	1881	0.29%	1871	-0.28%	1846	-1.57%
HDDT: CO2 emission (ton)	920.6	921.9	0.13%	922.3	0.18%	918.1	-0.27%	904.2	-1.79%
HDDT: PM2.5 emission (mg)	13.07	13.03	-0.26%	13.08	0.07%	13.00	-0.51%	12.78	-2.16%
HDDT: NOx emission (mg)	1061	1062	0.09%	1063	0.16%	1058	-0.27%	1045	-1.55%

4.8. Results for Moreno Valley Scenario at Regional Level

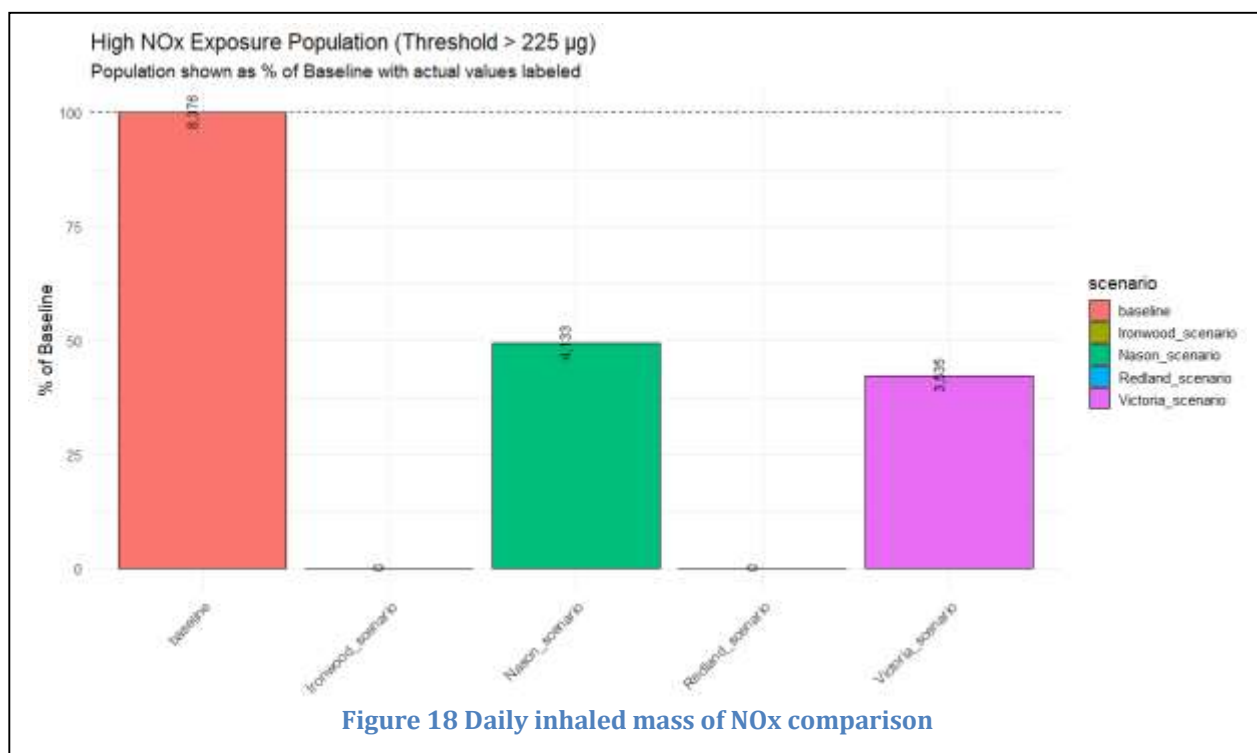
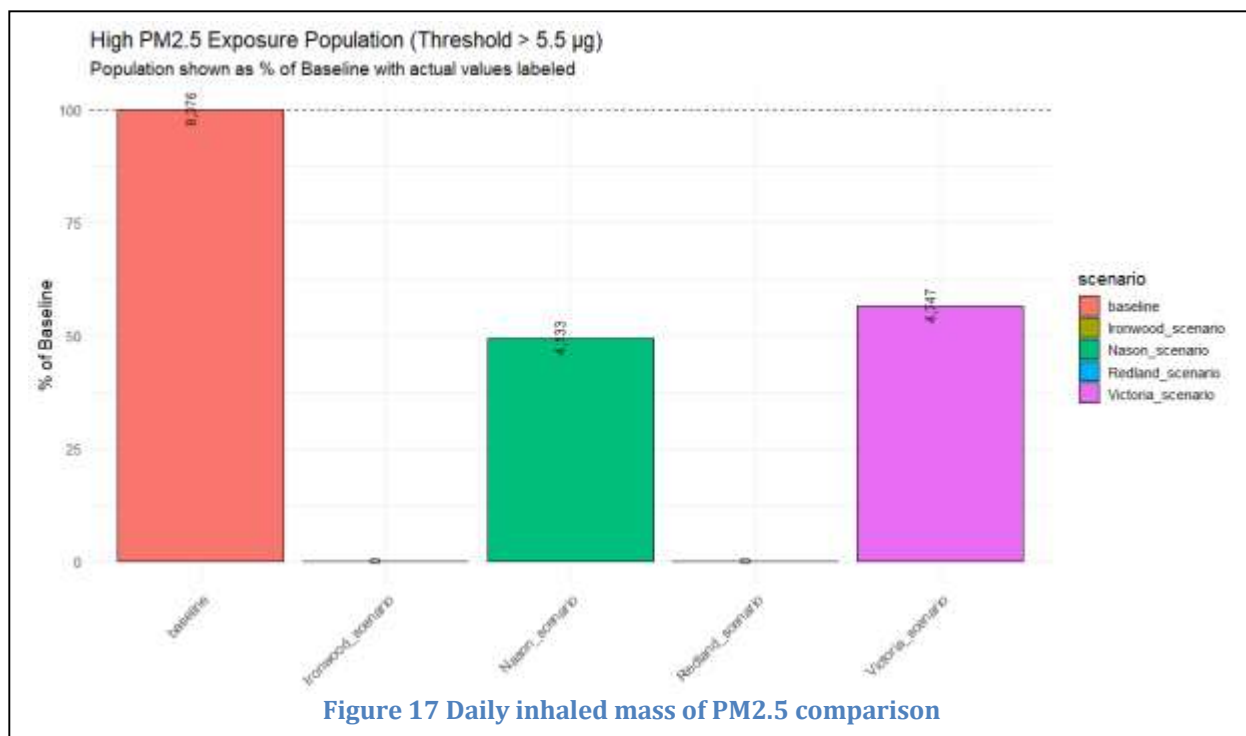
In the system level evaluation, relative to the baseline, adding Nason St. or Ironwood St. individually results in minimal changes improvements in truck VMT (−0.07% and 0.00%), while the combination of Ironwood and Nason leads to a 0.36% reduction in truck VMT; the Redland Blvd. scenario shows a significant 1.24% decrease in truck VMT. Considering the impact of computational dynamics in simulation, it is safe to conclude that the proposed truck route strategies do not cause significant negative impacts to other cities in this area. Among all the cases, Redlands Blvd is still the best based on mobility, emissions, and human exposure in the system level evaluation, followed by the case when both Nason St. and Ironwood St. are added.

Table 7 Results for Moreno Valley scenario at regional level

	Baseline	Add Nason St.	% diff	Add Ironwood St.	% diff	Add Ironwood St. + Nason St.	% diff	Add Redland Blvd.	% diff
VMT for truck (10 ³ km)	1699	1698	-0.07%	1699	0.00%	1693	-0.36%	1678	-1.24%
Travel time for truck (10 ³ hour)	21.63	21.66	0.16%	21.65	0.09%	21.59	-0.17%	21.46	-0.77%
avg truck speed (km/h)	78.55	78.37	-0.23%	78.48	-0.09%	78.4	-0.19%	78.18	-0.47%
PM2.5 exposure to facility (mg)	20.37	20.22	-0.71%	20.40	0.18%	20.15	-1.08%	20.27	-0.45%
PM2.5 exposure to block (mg)	29.24	29.41	0.57%	29.33	0.29%	29.13	-0.38%	28.87	-1.26%
NOx exposure to facility (mg)	2692	2678	-0.54%	2694	0.07%	2661	-1.16%	2669	-0.84%
NOx exposure to block (mg)	3472	3500	0.80%	3483	0.33%	3463	-0.27%	3438	-0.98%
HDDT: CO2 emission (ton)	1599	1597	-0.09%	1599	-0.01%	1593	-0.35%	1580	-1.20%
HDDT: PM2.5 emission (mg)	23.80	23.71	-0.40%	23.77	-0.14%	23.69	-0.49%	23.46	-1.44%
HDDT: NOx emission (mg)	1813	1811	-0.14%	1812	-0.05%	1808	-0.32%	1795	-1.02%

4.9. Reducing High-Impact Exposure via Emissions Redistribution

The alternative truck route designs significantly reduce pollutant exposure for the most heavily impacted populations by redistributing heavy-duty diesel truck (HDDT) emissions (see Figure 17 and Figure 18). Under the baseline scenario, approximately 8,376 individuals are exposed to daily PM2.5 inhalation exceeding 5.5 µg and to NO_x levels above 225 µg. In comparison, the Ironwood and Redland scenarios eliminate high exposure entirely, reducing the affected population to zero for both pollutants. The Nason scenario achieves nearly a 50% reduction in high exposure, lowering the PM2.5-exposed population to 4,133, as well as for NO_x. The Victoria scenario similarly reduces the PM2.5-exposed population to 4,147 and performs slightly better for NO_x, reducing the exposed group to 3,355 individuals. These results highlight the effectiveness of alternative routing strategies in mitigating human exposure to transportation-related air pollutants.



5. Conclusions

5.1. Summary of Findings

The main objective of this study is to conduct health-based truck route assessment for the cities of Riverside and Moreno Valley, identify and evaluate alternative truck routes in the heavy-duty truck sector that could lower pollutant emissions in communities or other areas of poor air quality. In this study, the alternative truck routes are selected to guide the movement of HDDTs to reduce air pollutant emissions and adverse public health and environmental impacts. This section of the report discusses project results and the potential use of alternative truck routes to achieve public policies established by the city.

The research consists of two major parts: traffic demand modeling and simulation-based scenario evaluation. Two cities, Riverside and Moreno Valley, were selected along with seven alternative truck route scenarios for evaluation. This area is expected to impose a significant traffic burden, with the development of freight industry and increasing needs for freight traffic. By optimizing truck route design, the study aims to improve overall mobility while reducing human exposure to HDDT emissions. Additionally, the requisite data for each area was available for both travel demand modeling and air pollution/human exposure modeling, ensuring a robust and detailed evaluation of the proposed alternatives.

The modeling and simulation evaluation of traffic demand and alternatives truck routes in two studied cities was conducted to demonstrate their potential in reducing truck emissions and their impacts inside communities. For the traffic demand modeling, it consists of two traffic sources – HDDT demand and passenger car demand, which together are built to reflect real world traffic patterns. For the passenger car demand, it is created based on regional demographic information, such as American Community Survey, and activity synthesis to create individual's within-day activity, such as commuting. The personal activities are used to evaluate how the alternative truck routes affect passenger car mobility and emissions. For the HDDT demand, the regional forecast model – SCAG was employed to provides coarse HDDT demands, and the real-world truck travel data provided by telematic provider and truck-related facilities are used to assign precise coordinates for each HDDT trips. Figure 19 presents the calibrated HDDT trips. Blue circles indicate the starting points of HDDT trips, while yellow circles represent their endpoints. Notably, the largest circles appear along the highways at the boundary of the generation area, reflecting a high volume of through traffic by HDDTs. The generation area covers a bunch of cities in the Inland Empire, including Riverside, Moreno Valley, Ontario, Chino, and adjacent cities.



Figure 19 Visualization of HDDT trips start from 9:00 AM to 9:10 AM

Figure 20 Percentage change for Riverside scenario compares three alternative truck route scenarios in Riverside. The Victoria Ave. scenario demonstrates strong performance across all metrics—lowering pollutant exposure at sensitive facilities and residential blocks by approximately 1% and 2%, respectively, while also reducing overall truck emissions. Given that truck restrictions are already in place on Victoria Ave. from La Sierra Ave. to University Ave., this finding reinforces the effectiveness of the current policy. In contrast, the Arlington Ave. scenario shows minimal impacts on both mobility and environmental outcomes. Meanwhile, the Brockton Ave. and Magnolia Ave. scenario reduces $PM_{2.5}$ and NO_x exposure at residential blocks by 1.57% and 1.40%, respectively, despite slight increases in overall truck $PM_{2.5}$ and NO_x emissions.

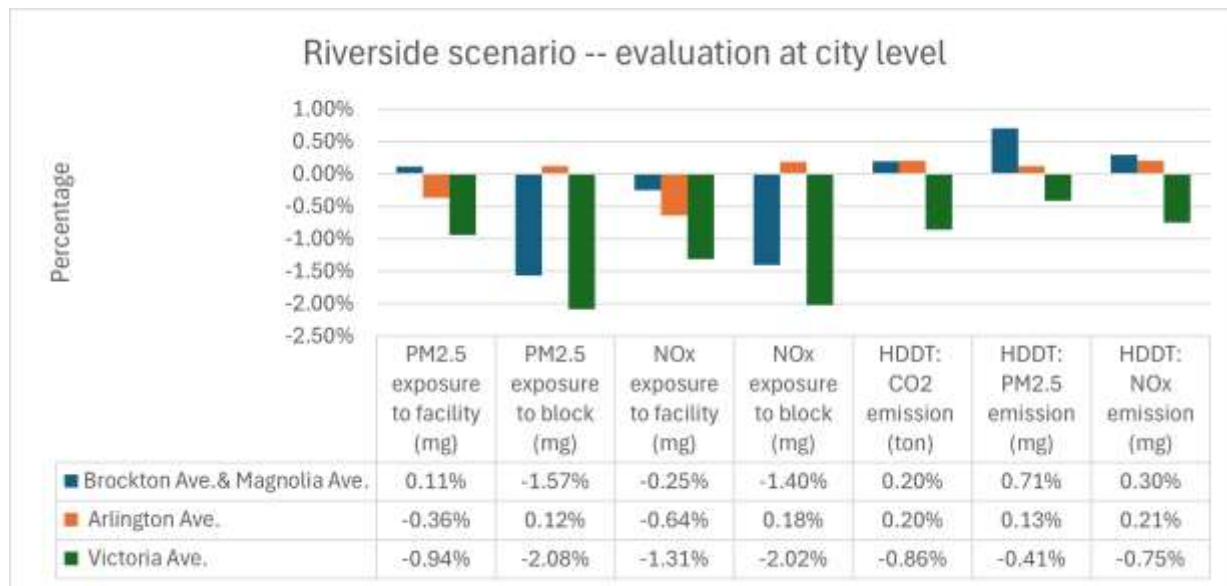


Figure 20 Percentage change for Riverside scenario

Figure 21 Percentage change for Moreno Valley scenario, comparing four alternative truck route scenarios in Moreno Valley. The Redlands Blvd. scenario (represented by the light-blue bar) outperforms the other alternatives by simultaneously enhancing mobility and reducing both emissions and human exposure. Specifically, HDDT emissions for PM_{2.5}, NOx, and CO₂ decrease by 6.43%, 4.5%, and 5.14% respectively, while truck mobility improves by approximately 4%. These results suggest that Redlands Blvd. is beneficial for truck use—a finding that is consistent across evaluations at the neighboring city level and the regional level. In contrast, other scenarios—such as the Nason St. alternative and the combined Nason St. and Ironwood St. scenario—reveal significant trade-offs between reducing human exposure and maintaining mobility. These findings highlight the complexity of optimizing truck route networks to balance connectivity, mobility, and public health outcomes.

For both Riverside and Moreno Valley cases, we also evaluate the impact to the neighboring cities and the region. The findings support the conclusion that the proposed truck route strategies do not cause significant negative impacts on the adjacent cities and the entire region. Overall, this study lays a solid foundation for future research aimed at developing systematic methodologies to optimize freight networks while achieving simultaneous improvements in mobility and environmental impacts.

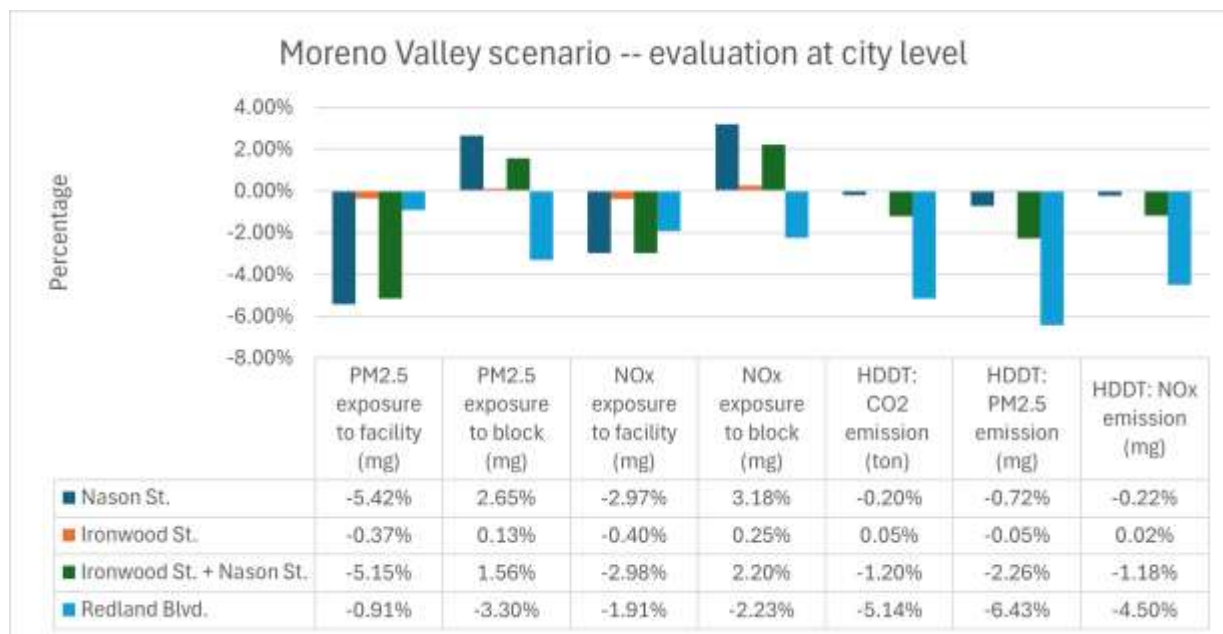


Figure 21 Percentage change for Moreno Valley scenario

5.2. Policy Implications

The findings of this study highlight the critical role of truck route planning in balancing mobility, emissions reduction, and public health. The evaluation of alternative truck routes in Riverside and Moreno Valley provides insights into how strategic freight transportation policies can mitigate congestion, reduce emissions, and improve air quality. The proposed alternative truck routes in this study are shown below, with the summary of the performance:

Riverside Alternative Truck Routes:

- Victoria Ave. (Truck restriction) – Demonstrated the best overall performance in reducing emissions and human exposure.
- Brockton & Magnolia Ave. (Truck restriction) – Effectively reduced PM2.5 and NOx exposure but had limited mobility benefits.
- Arlington Ave. (Truck restrictions) – Showed minimal impact on both mobility and environmental outcomes.

Moreno Valley Alternative Truck Routes:

- Nason St. (Added truck route) – Offered minor mobility improvements but posed trade-offs between human exposure to block and sensitive groups.
- Ironwood Ave. (Added truck route) – Similar to Nason St., with moderate impact on congestion and emissions.
- Nason St. + Ironwood Ave. (Combined truck route expansion) – Helped reduce truck VMT, emissions, and human exposure to overall population, but increase exposure to sensitive groups.

- Redlands Blvd. (Added truck route) – Best-performing scenario, reducing HDDT emissions (PM_{2.5} by 6.43%, NO_x by 4.5%, and CO₂ by 5.14%) while improving truck mobility by 4%.

According to the findings above, policy implications are listed below:

- A data-driven approach to truck route planning will enhance freight efficiency while minimizing negative environmental and public health impacts. Transportation agencies can regularly update truck routes based on traffic and emissions trends, ensuring that freight movements align with sustainable urban planning goals.
- Expand truck routes in Moreno Valley, especially along Nason St., Ironwood Ave., and Redlands Blvd., to prevent local congestion escalation as the freight industry grows. Implement dedicated truck lanes or corridors in high-demand freight areas to separate passenger and freight traffic, improving mobility and safety.
- Implicate truck restrictions on Brockton & Magnolia Ave. to protect sensitive communities from emissions exposure. Keep restricting on Victoria Ave to receive benefits in reducing emissions and human exposure.
- Encourage the adoption of zero-emission or low-emission trucks, particularly in areas where emissions are difficult to mitigate, human exposure is high, and mobility improvements are needed.

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Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of Their Adverse Behavioral Health Sequelae

Final report to the Riverside Transportation Commission

September 15, 2024

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CTRI has met its objectives for assessing Environmental Sources of Early Life Adversity in Northwest Riverside County and Prevention and Remediation of their Adverse Behavioral Health Sequelae. Areas of focus in this study included Jurupa Valley and Eastvale south along the I15 corridor to Norco and Corona.

Riverside County communities were assessed for environmental threat drawing from California databases and CTRI's own previous work in the region. The cities chosen (Jurupa Valley, Eastvale, Corona, and Norco, and surrounding communities) were selected from among Northwest Riverside County communities scoring moderately high to very high on a composite environmental threat index.

Objectives of the study included: to 1) identify communities at high risk, 2) screen residents for health outcomes and risk factors including physical, psychosocial, and neurocognitive dysfunctions potentially related environmental disruptions, 3) develop partnerships among health, social service, educational, and other community organizations that might contribute to mitigating harm, and 4) develop community embedded teams to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity, and implement community health services. These include community health workers and enhanced care management services. This final report covers all four major objectives.

OBJECTIVE 1. IDENTIFICATION OF COMMUNITIES AT HIGH RISK. Riverside County cities identified at high risk for environmentally related health outcomes and prevention program development included Jurupa Valley, Eastvale, Norco, and Corona, all cities lying along the heavily trafficked I-15 corridor. An environmental assessment included 1) GIS analysis, 2) windshield surveys of major environmental hazards and potential resources on major streets and thoroughfares within each city, and 3) focus groups and key informant interviews of residents and leaders in each city. The findings were compiled into reports leading to two successful grant applications to the California Health and Welfare Agency to provide Enhanced Care Management and Community Health Worker services to help relieve the excess health burdens on these cities. Copies of the reports and the successful grant applications are available on request.

OBJECTIVE 2. HEALTH SCREENINGS. Support from the Riverside Transportation Commission permitted us to expand our community screenings to Riverside communities along the I-15 corridor (additional screenings in nearby communities of San Bernardino and LA Counties were supported by an ACEs Practice grant from CHWA). Over a 10-month period, we

conducted 12 health screenings across Riverside and nearby LA and San Bernardino County communities, assessing 153 participants for both physical and mental health. Physical health screenings included blood pressure, height, weight, waist and hip circumference, and HbA1C blood tests (when

feasible). Mental health assessments covered risks for depression, anxiety, stress, and Adverse Childhood Experiences (ACEs), while physical activity and dietary habits were also evaluated. Social determinants of health, such as discrimination, housing, employment, and family incarceration, were assessed. Participants at high risk were referred to internal and collaborative services for social wellbeing, nutrition, physical activity, and counseling.

Table 1: Demographic Assessments

Demographic Assessment		Riverside (n=55)	LA (n=51)	San Bernadino (n=47)
Age	Mean Age	46.4 y (SD - 13.01)	38.4 y (SD – 13.52)	34.6 y (SD – 13.71)
	Age Range	23.4 y – 79 y	21.2 y – 75.3 y	19.3 y – 68.9 y
Gender	Male	15 (27.3%)	13 (25.5%)	20 (42.6%)
	Female	38 (69.1%)	36 (70.6%)	26 (55.3%)
Ethnicity	Latino or Hispanic	36 (65.5%)	24 (47.1%)	30 (63.8%)
Race	White	24 (43.6%)	15 (29.4%)	6 (12.8%)
	Multiracial	17 (30.9%)	10 (19.6%)	17 (36.2%)
	Black/African American	3 (5.5%)	10 (19.6%)	12 (25.5%)
	Asian	2 (3.6%)	9 (17.6%)	1 (2.1%)
	American Indian/ Alaskan Natives	1 (1.8%)	2 (3.9%)	1 (2.1%)
Marital Status	Married / living with a partner	33 (60.0%)	23 (45.1%)	21 (44.7%)
	Never married	8 (14.5%)	17 (33.3%)	20 (42.6%)
	Separated/ Divorced	12 (21.8%)	7 (13.7%)	4 (8.6%)

Economic Status	Above Poverty Line	27 (49.1%)	34 (66.7%)	14 (29.8%)
	Below Poverty Line	15 (27.3%)	4 (7.8%)	15 (31.9%)

Table 2: Biological Assessments

Biological Assessments		Riverside (n=42)	LA (n=51)	San Bernadino (n=47)
HbA1C	5.7 – 6.4 (At risk for Diabetes)	7 (12.7%) (n=30)	15 (29.4%)	11 (23.4%)
	>6.4 (Diabetic)	4 (7.3%)	1 (2%)	-
BMI	18.5 – 24.9 (Normal)	23 (41.8%)	22 (43.1%)	16 (34%)
	25 – 29.5 (overweight)	-	-	-
	>30 (Obese)	16 (29.1%)	18 (35.3%)	16 (34%)
Blood Pressure	120 – 129 Systolic and <80 Diastolic (Elevated Blood Pressure)	8 (14.5%)	14 (27.5%)	9 (19.1%)
	>=130 Systolic and >=80 Diastolic (Hypertension)	20 (36.4%)	9 (17.6%)	13 (27.7%)
	Either Systolic or Diastolic elevated (High Blood Pressure – Elevated and Hypertensive)	28 (50.9%)	23 (45.1%)	22 (46.8%)

Table 3: Mental Health Assessment

		Riverside (n=49)	LA (n=51)	San Bernadino (n=47)
ACES	>=3	9 (16.4%)	8 (15.7%)	12 (25.5%)

Depression	>=3 (high risk)	1 (1.8%)	1 (2%)	1 (2.1%)
Anxiety and Stress	>=3 (High risk)	4 (7.3%)	3 (5.9%)	3 (6.4%)

Table 4: Social Determinants of Health

SDH		Riverside (n=55)	LA (n=51)	San Bernadino (n=47)
Homelessness and safe housing	did not have housing	3 (5.5%)	1 (2%)	2 (4.3%)
	feel their living situations are not safe.	5 (9.1%)	4 (7.8%)	4 (8.5%)
Employment	Unemployed	14 (25.4%)	11 (21.6%)	11 (23.4%)
Discrimination	have been treated unfairly because of their color or racial characteristics	11 (20%)	10 (19.6%)	6 (12.8%)
Accessibility	In the past year they or any family members they live with been unable to get any of the following when it was really needed – Food, Utilities (electric, gas, oil, water), clothing, childcare, medicine or any healthcare, phone, transportation etc.	22 (40%)	10 (19.6%)	11 (23.4%)
Jail	In the past year they had someone close spent time in jail/prison.	3 (5.5%)	3 (5.9%)	4 (8.5%)

OBJECTIVE 3. PARTNERSHIP DEVELOPMENT. Partnership development exceeded expectations yet continues with the new grants and anticipated additional IEHP support. Development includes identification of partnership needs including environmental obstacles to

optimal health, classification of relevant partnerships, identification of candidate partners, and engagement of those partners.

- I. Inland Empire Health Plan (IEHP). Collaborations with IEHP have included community health worker (CHW) trainings, a contract from IEHP for CTRI to provide Enhanced Care Management and community support services, a contract for CTRI to serve as an Cal-Aim IEHP Community Supervising Provider of CHW services, and access to IEHP community resource centers for screening, educational, counseling, and navigation services. An additional contract to develop community-embedded teams is pending.
- II. Chaffey College and West Coast University. Chaffey and West Coast sent 3 CHW and 10 public health RN interns to work on our NW Riverside County projects this spring and summer.
- III. West Coast University has provided two cohorts of 10 RN interns to date. These interns were instrumental in carrying out community environmental risk and resource assessments. Additional WCU interns will participate in the future.
- IV. Western University has committed two Psychiatry Mental Health Nurse Practitioner intern and one Family Nurse Practitioner intern to work for six months or more on our programs. Start-up of this program is anticipated in 2025.
- V. My Healthy Reader Alliance. CTRI strengthened its alliance with My Healthy Reader, a RC-based CBO, scheduling two screening events in September. Collaborative funding from the Dairy Council of California in November 2023 led to plans for screening events in Riverside and San Bernardino counties. A screening event at Change Community Church in Moreno Valley is scheduled for February, and a contract with IEHP Resource Center Riverside is set for March 2024.
- VI. Claremont Graduate University's Art Program. A notable partnership with Claremont Graduate University's art program allowed CTRI to provide art therapy and community art services, enhancing holistic health services to the community. Two impactful events were held in December 2023.
- VII. Jurupa Valley Adopt a Family. CTRI partnered with Jurupa Valley Adopt a Family, conducting two screenings for the above 18-year population in the area. Approximately 50 participants were screened for physical and socio-emotional health needs. This partnership serves as the locus for implementing services through a planned grant-supported project to advance child and adolescent mental health.

OBJECTIVE 4. DEVELOP COMMUNITY EMBEDDED TEAMS to deliver prevention and remediation services especially to marginalized and hard to reach youth and their families at risk for both physical and mental harm associated with adversity. We applied for and received a 2-year \$1.1 MM PATH-CITED grant to provide enhanced care management and social support services for youth and adults in the RC County cities of Jurupa Valley, Eastvale, Norco, and Corona and adjacent SBC cities west and north. This and a smaller companion grant will include teams of social workers, nurses, community health workers, and case managers working with clients and

community resources to address unmet health care needs arising from environmental, socioeconomic, and other challenges.

In summary, the grant to CTRI from the Riverside Transportation Commission has enabled us to carry out assessments of environmental, community, and individual needs relevant to the health of residents residing and working along the environmentally impacted I-15 corridor. These assessments have contributed directly to the development of partnerships critical to service delivery and to successful solicitation of funding to develop innovative support mechanisms to address the needs identified. The potential for sustainability is high by CTRI's have been designated by IEHP as a Community Provider Organization (CPO) of Medi-Cal ECM and CHW service.