

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 13.2
(ID # 13801)**

MEETING DATE:

FROM: Regional Parks and Open Space District:

Tuesday, January 26, 2021

SUBJECT: REGIONAL PARK & OPEN SPACE DISTRICT: Adopt a Mitigated Negative Declaration and Adopt Resolution No. 2021-003, based on the findings and conclusions provided in the initial study, and the conclusion that the project will not have a significant effect on the environment; Authorize Construction Improvements for the Harford Springs Reserve Staging Area Project; Approve Bid and Contract Documents and Plans and Specifications; Authorize the Clerk to Advertise for Bids; and Direct the Clerk to file the Notice of Determination; District 1; (\$0)

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt a Mitigated Negative Declaration and Adopt Resolution No. 2021-003, based on the findings and conclusions provided in the initial study, attached hereto, and the conclusion that the project will not have a significant effect on the environment; and,
2. Approve the Contract Documents, including the Plans and Specifications, for the Regional Park and Open-Space District Harford Springs Reserve Staging Area Project; and,
3. Authorize the Clerk of the Board to advertise for bids to be received in the Clerk of the Board Office located at 4080 Lemon Street, Suite 127, Riverside CA 92501, up to the hour of 2:00 pm, February 19, 2021, at which time bids will be opened; and,
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

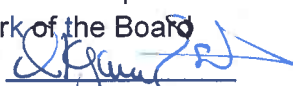
ACTION: Policy


Kyla R. Brown, General Manager 1/13/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: January 26, 2021
xc: Parks, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: None			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Currently Harford Springs Reserve (Reserve) does not have adequate parking for equestrian users and the Harford Springs Reserve Staging Area Project (Project) seeks to improve that by adding a staging area and new parking lot. The planned capital improvements will allow users of the Reserve to safely park trailers and vehicles in a designated area within the Reserve lands. Members of the local community and those that frequently use the Reserve were included in the design process and their comments have been incorporated where feasible to improve the overall functionality of the Project.

On February 26, 2019, per minute order 13.1, the Board approved the contribution of \$500,000 in Quimby Fees from the Economic Development Agency (EDA) to the Riverside County Regional Park & Open-Space District (RivCoParks) for these Reserve improvements. The contribution supplements Development Impact Fees (DIF), which were allocated on June 4, 2019 per minute order 13.1, for up to \$148,509 for improvements associated with the Reserve.

RivCoParks has prepared the bid package, including corresponding contract documents, plans and specifications, and intends to advertise this Request for Bids (RFB) for a minimum of three (3) weeks. The RFB will open on January 26, 2021. A non-mandatory bid walk due to COVID-19 will be held on February 4, 2021. Questions to the District will be due on February 12, 2021, and responses will be posted on February 16, 2020. The RFB will close on February 19, 2021.

CEQA Compliance

RivCoParks prepared an Initial Study (IS), pursuant to the California Environmental Quality Act (CEQA), to assess the potential environmental impacts associated with the proposed Project. Pursuant to Assembly Bill (AB) 52, the proposed cultural resources mitigation measures and tribal cultural resources mitigation measure were revised consistent with consultation with the tribes.

With the implementation of mitigation measures each of the potentially significant impacts would be reduced to less than significant; therefore, RivCoParks prepared a Mitigated Negative Declaration (MND) pursuant to Section 15070 of the State CEQA Guidelines. The Draft IS/MND was published on October 29, 2020 for a 30-day public review, ending on November 30, 2020 (State Clearinghouse Number 2020100580).

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Citizens and Business

The construction improvements will benefit the equestrian community and other outdoor enthusiasts by creating a new access point for the Reserve, allowing users to safely park onsite with trailers and improve the overall user experience.

Attachments

Construction Bid Documents

Plans and Specifications

Initial Study – Mitigated Negative Declaration

Resolution 2021-003 HRF Springs Staging Area

Notice of Determination



Douglas Cordonez Jr.



1/21/2021



Gregory L. Priamos, Director County Counsel

1/21/2021

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

1/28/21
Date

From: (Public Agency)
Riverside County Regional Park & Open-Space District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Dry Equestrian Staging Area at Harford Springs Reserve

Project Applicant: Riverside County Regional Park and Open-Space District

Project Location-Specific: Corner of Idaleona Road & Piedras Rd

Project Location-City: Perris

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The proposed Project would create an approximately 1.8-acre day use parking and staging area (Project site) in the southeast corner of the Reserve, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables. Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space

Name of Public Agency Carrying Out Project: Riverside County Regional Park and Open-Space

- 1. The project will will not have a significant effect on the environment.
- 2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures were were not made a condition of the approval of the project
- 4. A mitigation reporting or monitoring plan was was not adopted for this project
- 5. A statement of Overriding Considerations was was not adopted for this project
- 6. Findings were were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Park District Headquarters: 4600 Crestmore Road, Jurupa Valley, CA 92504

Signature: 	Title: Senior Park Planner
Date: 1/5/2020	Date Received for Filing at OPR:

3
4 **RESOLUTION NO. 2021-003**

5 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY**
6 **REGIONAL PARK AND OPEN-SPACE DISTRICT MAKING LEAD AGENCY FINDINGS**
7 **PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPTING**
8 **THE MITIGATED NEGATIVE DECLARATION FOR THE HARFORD SPRINGS RESERVE**
9 **DAY USE STAGING AREA PROJECT**

10
11 **WHEREAS**, the Riverside County Regional Park & Open-Space District (“Parks District”) is the
12 lead agency in the development of the Harford Springs Reserve Day Use Staging Area Project (“Project”)
13 within Riverside County and has allocated Quimby Fees from the Economic Development Agency to
14 develop and construct the Project; and,

15 **WHEREAS**, the Parks District served as the lead agency for the environmental review, analysis,
16 and approval of the construction and operation of the Project pursuant to the requirements of the California
17 Environmental Quality Act (CEQA); and,

18 **WHEREAS**, the Parks Department, as lead agency, prepared an Initial Study (IS) to assess the
19 potential environmental impacts associated with the proposed Project, which was released on October 29,
20 2020 for a 30-day public review, ending on November 30, 2020 (State Clearinghouse Number
21 2020100580); and,

22 **WHEREAS**, all requirements of CEQA have been met and the Parks Department has determined
23 that with mitigation, the Project will not have a significant adverse effect upon the environment and a
24 Mitigated Negative Declaration (MND) was prepared; and,

25 **WHEREAS**, the IS/MND (SCH No. 2020100580) thoroughly addresses the environmental effects
26 of implementing the Project, including the construction and maintenance of the various improvements
27 identified therein; and,

28 **WHEREAS**, all of the findings and conclusions made by the Board of Directors pursuant to this

FOR APPROVED COUNTY COUNSEL
BY: Aaron C. Gettis 1/21/21
AARON C. GETTIS DATE

1 resolution are based upon the oral and written evidence presented to it as a whole and not based solely on
2 the information provided in this resolution; and

3 **WHEREAS**, all procedures of CEQA have been met and all other legal prerequisites to the adoption
4 of this Resolution have occurred.

5 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED THAT** the
6 Board of Directors of the Riverside County Regional Park and Open-Space District assembled in regular
7 session on January 26, 2021, in the meeting room of the Board of Directors located on the 1st floor of the
8 County Administrative Center, 4080 Lemon Street, Riverside, California, at or after 9:30 a.m., based upon
9 the evidence and testimony presented on the matter, both written and oral, including the Mitigated Negative
10 Declaration, as it relates to the Project, does hereby make the following findings and resolutions:

11 SECTION 1. Incorporation of Recitals. The above recitations constitute findings of the Board of
12 Directors are incorporated herein.

13 SECTION 2. CEQA Actions

- 14 (a) Consideration of the Mitigated Negative Declaration and Adoption of Findings
15 Regarding CEQA Compliance. As the decision-making body for the Park District,
16 and in Park District's role as the lead agency under CEQA, Park District has received,
17 reviewed, and considered the information contained in the Initial Study and
18 Mitigated Negative Declaration for the Harford Springs Reserve Day Use Staging
19 Area Project, including all comment letters, and other related documents. The Initial
20 Study/Mitigated Negative Declaration and associated Mitigation Monitoring and
21 Reporting Program were prepared, processed, and noticed in accordance with the
22 California Environmental Quality Act (Public Resources Code Section 21000 et seq.)
23 and the State CEQA Guidelines (14 California Code of Regulations Section 15000
24 et seq.). The Park District finds that, as to those potential environmental impacts
25 within Park District's powers and authorities as lead agency, that the Initial Study
26 and Mitigated Negative Declaration for the Project contains a complete, objective,
27 and accurate reporting of those potential impacts and reflects the independent
28 judgment and analysis of the Park District.

1 (b) CEQA Findings on Environmental Impacts. The Park District finds that the
2 mitigation measures imposed on the Project are sufficient to reduce all potential
3 significant physical environmental impacts caused by the construction or operation
4 of the Project to a level of less than significant.

5 (c) Adoption of Mitigation Monitoring and Reporting Program. The Mitigation
6 Monitoring and Reporting Program is designed to ensure compliance during Project
7 implementation in that changes to the Project and/or mitigation measures have been
8 incorporated into the Project and are fully enforceable through permit conditions,
9 agreements or other measures as required by Public Resources Code Section 21081.6
10 and therefore the Board of Directors hereby approves and adopts the Mitigation
11 Monitoring and Reporting Program as it relates to the Project.

12 SECTION 3. Adoption of the MND and Approval of the Project. Therefore, based on the entire
13 record, the Board of Directors for the Parks Department hereby **ADOPTS** the Mitigated Negative
14 Declaration and Mitigation Monitoring and Reporting Program for the Project, concluding that with
15 mitigation, the Project does not cause significant environmental impacts and **APPROVES** the Project.

16 **BE IT FURTHER RESOLVED, DETERMIEND AND ORDERED** that the Board of Directors
17 hereby direct staff to file a Notice of Determination with the Riverside County Clerk and also with the
18 Governor's Office of Planning and Research within five (5) working days of the approval of the Project.

19 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the documents and
20 materials that constitute the record of proceedings on which these findings are based are located at the
21 offices of the Riverside County Regional Park and Open-Spaced District office, 4600 Crestmore Rd.,
22 Riverside, CA 92509.

2
3 **RESOLUTION NO. 2021-003**

4 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL**
5 **PARK AND OPEN-SPACE DISTRICT MAKING LEAD AGENCY FINDINGS PURSUANT TO THE**
6 **CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPTING THE MITIGATED NEGATIVE**
7 **DECLARATION FOR THE HARFORD SPRINGS RESERVE DAY USE STAGING AREA**
8 **PROJECT**

9 ADOPTED by Riverside County Board of Supervisors on January 26, 2021.

10 **ROLL CALL:**

11 **Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt**
12 **Nays: None**
13 **Absent: None**

14 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
15 Supervisors on the date therein set forth.

16 **KECIA R. HARPER, Clerk of said Board**

17 By:  _____
18 Deputy

COUNTY OF RIVERSIDE

ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

State Clearinghouse Number: 2020100580

Project Case Type (s) and Number(s): PK-9703

Lead Agency Name: Riverside County Regional Park & Open-Space District

Address: 21470 Gavilan Road, Perris, CA

Contact Person: Analicia Gomez, Planner

Telephone Number: (951) 500-7188

Applicant's Name: Riverside County Regional Park & Open-Space District

Applicant's Address: 4600 Crestmore Road, Jurupa Valley, CA 92509

I. PROJECT INFORMATION

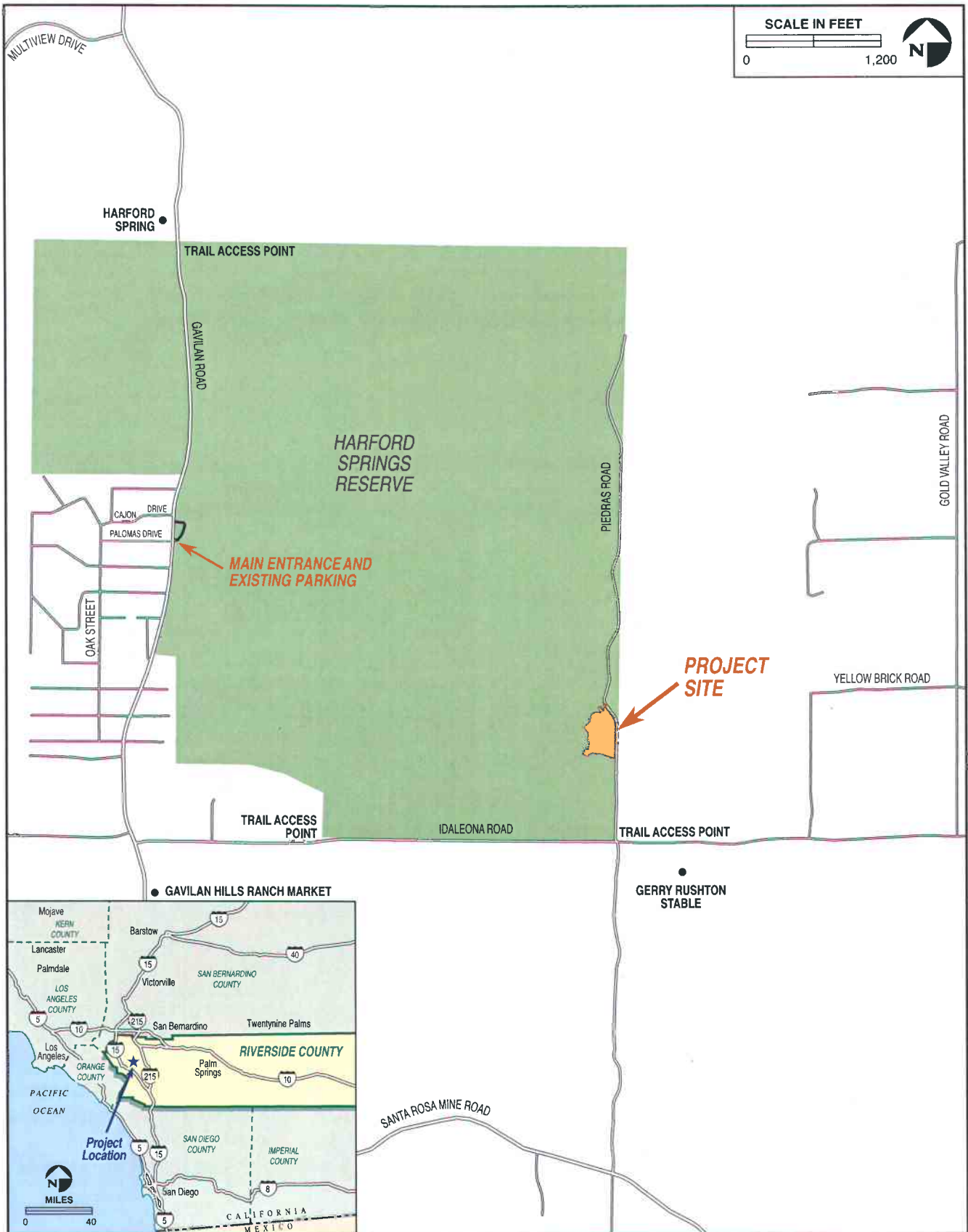
Project Description

Harford Springs Reserve (Reserve) is an approximately 325-acre undeveloped open space, located in the western region of unincorporated Riverside County, which is owned and managed by Riverside County Regional Park & Open-Space District (RivCoParks) (see Figure 1). The main entrance to the Reserve is located east of Gavilan Road between Palomas Drive and Cajon Drive, along the western border of the Reserve (see Figure 1). The unpaved gravel loop at this location provides informal parking for approximately 1 to 2 truck and horse trailer combinations as well as 4 to 6 passenger vehicles. During periods of peak demand (e.g., during the morning on the weekends in the Spring and Summer), many visitors park their vehicles on the street along Gavilan Road or in the dirt parking area at the Gavilan Ranch Market, located to the south at the corner of Gavilan Road and Idaleona Road (see Figure 1).



The proposed Project would create an approximately 1.8-acre day use parking and staging area (Project site) in the southeast corner of the Reserve, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables.

Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.



wood.

**Harford Springs Reserve
Project Vicinity**

**FIGURE
1**

RivCoParks conducted several public outreach meetings to inform the community, identify public concerns, and provide an opportunity to gather comments and input on the scope of the proposed Project. The first public meeting on February 19, 2019 included several RivCoParks staff and approximately 50 community members. The primary community concerns that were identified during this initial public meeting included illegal activity (e.g., dumping, off-highway vehicle [OHV] use, etc.), speeding along Idaleona Road, security within the Reserve and at the private properties farther north off Piedras Road, and adding rangers. On April 25, 2019, RivCoParks hosted a subsequent meeting with the Greater Lake Mathews Rural Trail Association (GLMRTA) to present the preliminary project design for the proposed day use parking and staging area. The GLMRTA expressed concerns regarding line-of-sight truck and horse trailer combinations turning onto and off of Piedras Road. The GLMRTA also suggested the design remain minimal and to maximize parking at the site. During another meeting with the GLMRTA on February 27, 2020, RivCoParks presented a revised design. RivCoParks requested that the GLMRTA “adopt” the day use parking and staging area to assist with maintenance and discussed the GLMRTA’s concerns regarding site security.

Project Site and History

As previously described the Reserve is located in the western region of unincorporated Riverside County, and generally boarded by unincorporated open space to the north, south, and west as well as a small rural residential neighborhood to the east. Regional access to the Reserve is provided by Interstate 215 (I-215), Interstate 15 (I-15), California State Route 74 (Route 74), and California State Route 91 (Route 91) (refer to Figure 1). Local access to the Reserve is provided by Gavilan Road, which is a two-lane roadway that provides local north-south access, and Idaleona Road, which is an unmarked paved road that provides local east-west access. As previously described, the main entrance to the Reserve is provided east of Gavilan Road between Palomas Drive and Cajon Drive, along the western border of the Reserve (see Figure 2). In addition to the unpaved gravel loop and informal parking, the main entrance also includes a bulletin board and trails map, dumpster, and portable toilet for visitors.

A secondary entrance to the Reserve is provided by Piedras Road, located approximately 125 feet north of its intersection with Idaleona Road. Piedras Road begins as a paved road but becomes a dirt road shortly past a wooden gate that marks the entrance to the Reserve. The road is approximately 16 feet wide near the gate and extends for approximately 4,800 feet (0.90 miles), running along the eastern edge of the Reserve.



The main entrance is an unpaved gravel loop located along Gavilan Road. This area is marked by a sign, but otherwise provides limited recreational amenities.



The day use parking and staging area would be located off of Piedras Road where it intersects Idaleona Road. A wooden gate marks the existing pedestrian entrance on the southern edge of the Reserve.

This secondary entrance serves as a trail access point for hikers and equestrians. However, no parking or other recreational amenities are provided.

The Reserve is named after the original property owner, Henry Morey Harford, a rancher, publisher, and realtor who moved to the City of Perris in 1900. His property was a popular spot for nature enthusiasts, and in 1960 the County was looking for potential space in the region. The County and the property owner, Harford's daughter, worked on an agreement for 10 years until the County's purchase was finalized officially in 1970 (Lech 2020). The Reserve is currently owned and managed by RivCoParks and is open every day from 8:00 AM to sunset.



Harford Springs Reserve provides a variety of trails through diverse topographies and habitat types.

The Reserve provides a variety of trails (see Figure 2), which are popular for moderately challenging hiking, running, mountain biking, and equestrian use as well as wildlife viewing and nature photography. RivCoParks conducts trails maintenance and erosion control activities, as necessary, on all trails at least once per year. Weed abatement is conducted near residential areas to remove potential ladder fuels. Additionally, RivCoParks conducts weed eating activities (e.g., mechanical weed reduction), trash pickup, and tree trimming approximately two to three times per year. Typically, work is completed by 2 rangers, 1 maintenance worker, and 3 to 4 work release workers.

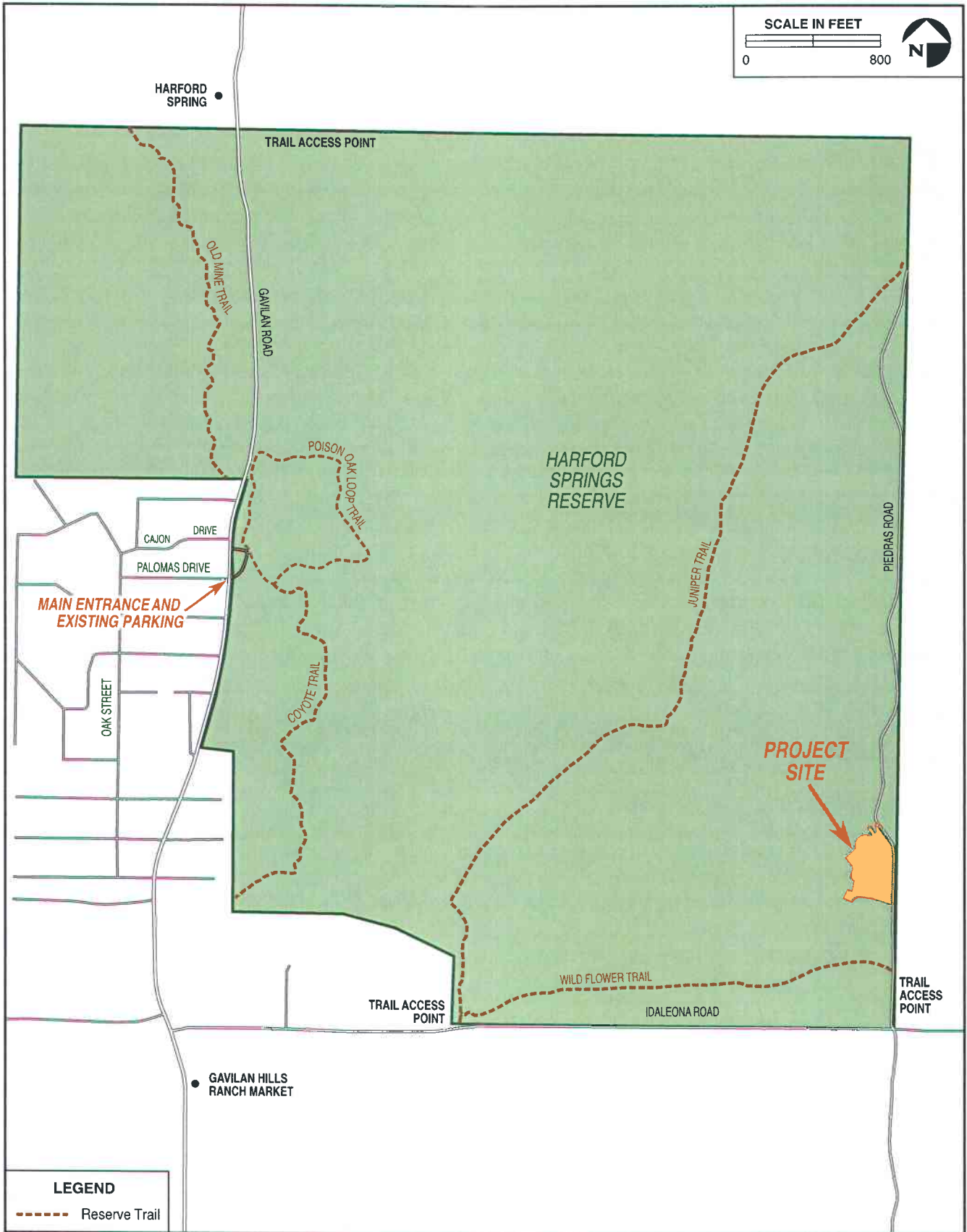
Approximately 1,000 to 1,500 people visit the Reserve annually, with more visitors during years with large wildflower blooms. Peak demand generally occurs in the Spring and Summer months, when between approximately 20 to 50 people visit the Reserve every week. However, during equestrian events at the Reserve, there can be up to 50 to 75 riders during a single day.

The number of visitors – particularly during the Spring and Summer months – overwhelm the limited number of informal parking spaces available at the main entrance. Truck and horse trailer combinations as well as passenger vehicles often park on the side of Gavilan Road and Piedras Road, which can restrict access to the entrance for wider truck and horse trailer combinations as well as emergency vehicle access. Visitors also park at the Gavilan Ranch Market, located



During peak periods, visitors often park at Gavilan Ranch Market, located less than 1 mile from the southeastern edge of the Reserve.

on Gavilan Road, approximately 600 feet south of Idaleona Road. During equestrian events or other peak periods, the store's parking lot has been completely full with 15 or more truck and horse trailer combinations. Not only does this interrupt business at the store, it also presents potential safety hazards for hikers, runners, mountain bikers, and equestrians traveling along Gavilan Road or across Idaleona Road to reach the trail access points (refer to Figure 2). To address the visitor parking constraints at the Reserve, RivCoParks, in conjunction with community members and the GLMRTA, began investigating the possibility of developing an equestrian, day use parking and staging area within the southeastern portion of the Reserve. The proposed Project site was chosen because it provides sufficient space, relatively flat terrain, minimal/disturbed vegetation, and an existing unpaved access road from Idaleona Road.



Proposed Project Components

Vehicle Parking

Under the proposed Project, the approximately 1.8-acre Project site would be cleared and grubbed and small to medium sized boulders encountered on-site would be relocated to the perimeter. Four California juniper trees (*Juniperus californica*) located within the footprint of the Project site would be removed with the stumps of these trees ground to 12 inches below the finished surface of the proposed day use parking and staging areas. The Project site would be leveled with minor grading necessary to maintain existing surface water drainage, which would continue to be directed from the east towards the interior of the Reserve to the northwest (see Section 23, *Water Quality Impacts*).

Concrete flatwork would be required for the ADA-accessible truck and horse trailer combination space as well as the ADA-accessible passenger vehicle space. Two 6-inch-thick reinforced concrete pads would be constructed in these areas and disable parking signs would be installed. The remainder of the proposed day use parking and staging area would be covered with native soil and stabilizers.

The unpaved loop would provide parking for approximately 10 truck and horse trailer combinations with trucks entering through the northernmost entry and parking along the edge of the loop. The passenger vehicle parking spaces would be located along the southern end of the proposed day use parking and staging area and would be striped or delineated using small rocks or down branches. Vehicles would exit the loop using the southernmost split exit, which would allow vehicles to turn left along Piedras Road to re-enter the unpaved loop or turn right along Piedras road to exit the Reserve. Vehicles would be prevented from traveling past the day use parking and staging area into the Reserve by a pipe gate that would be installed as a part of the proposed Project (see Figure 3).

The proposed day use parking and staging area would be surrounded by split rail fencing and relocated boulders along the perimeter with entrances to the existing trails (see Figure 3).

Additional Recreational Amenities

The proposed day use parking and staging area would include five precast concrete picnic tables located between the ADA-accessible truck and horse trailer combination and passenger vehicle parking spaces. This area would be covered by 3 inches of decomposed granite. One 6-inch by 6-inch wooden hitching post would be located to the north of the proposed day use parking and staging area, three hitching posts would be located to the south of the picnic tables, and five precast concrete trash receptacles would be located throughout the Project site near the hitching posts, parking areas, and trail access points (see Figure 3).

Construction

The primary heavy construction activities associated with the proposed Project would be limited to grading and concrete flatwork associated with the ADA-accessible spaces. Installation of split rail fencing, picnic tables, trash receptacles, etc. would generally be accomplished using hand tools.

In total, the proposed construction activities would require approximately 1.8 acres of grading. The maximum depth of cut and fill would be approximately 2 feet, with 500 cubic yards (cy) of total earthwork. However, soil would be balanced at the Project site, with no soil export or import of fill material required for the proposed Project.

Heavy haul trucks used to deliver equipment and materials to the Project site would access the Project site from Gavilan Road turning east onto Idaleona Road and turning north onto Piedras Road to access the Project site. The materials laydown and construction staging area would be located on the Project site in the area that would become the unpaved gravel loop. Heavy construction equipment would remain in the construction staging area throughout the duration of construction. It is estimated that 1 to 7 construction workers would be required depending of the phase of construction (see Table 1).

Construction Timing

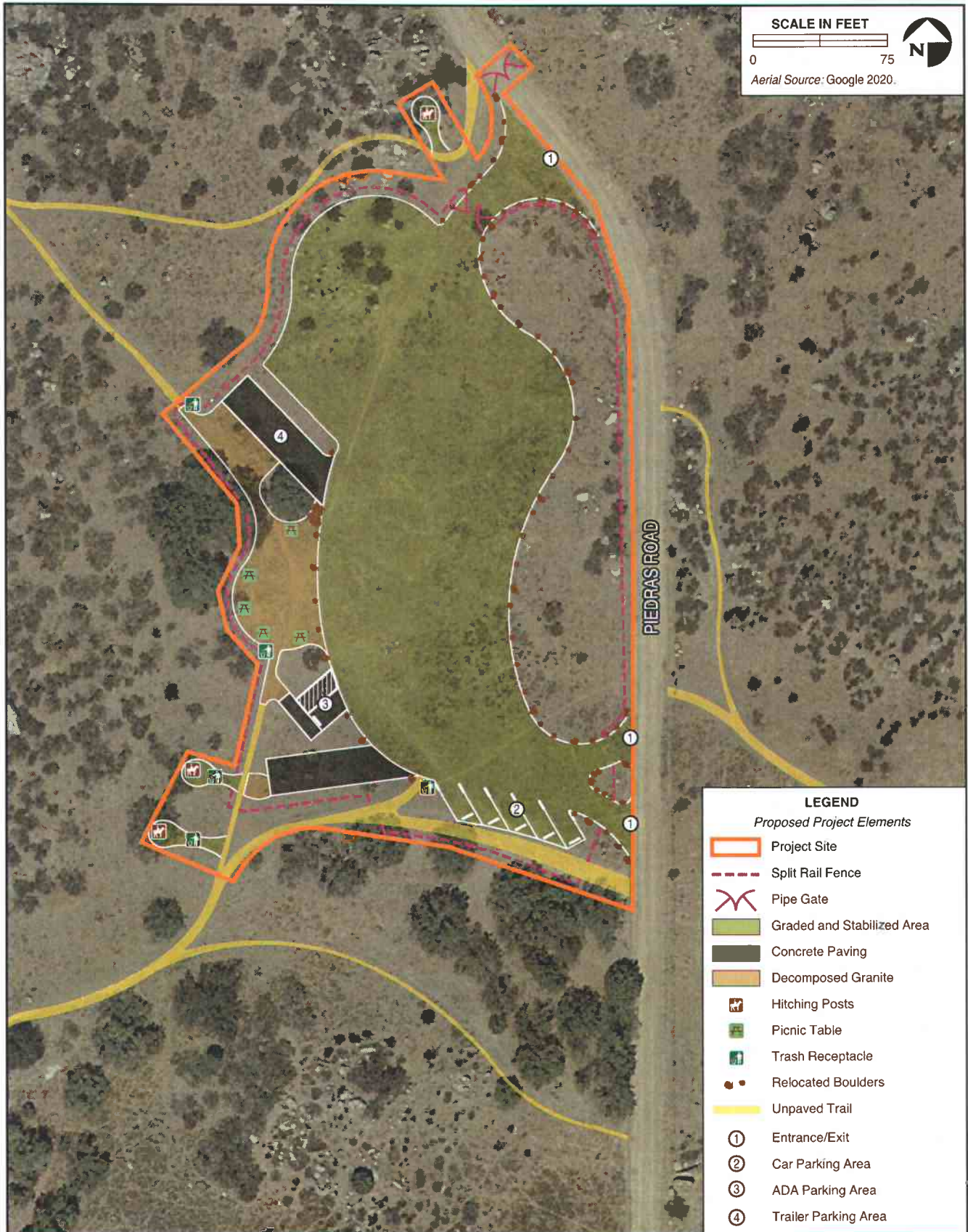
Construction activities would be minimal and the timeline would be heavily dependent on the lead time of purchasing and delivering precast concrete picnic tables and waste receptacles, which would take between 6 to 8 weeks. For the purposes of analysis, it has been assumed that construction activities would occur intermittently over an estimated 2- to 3-month period beginning in Summer 2020.

Public construction projects and facilities owned or operated by or for a governmental agency are exempt from the County's Noise Ordinance (Ordinance Number 847; Riverside County 2007). Although the proposed Project is exempt from limitations on construction hours, to the maximum extent feasible, RivCoParks would voluntarily limit construction activities to the hours between 6:00 AM and 6:00 PM during the months of June through September, and between 6:00 AM and 7:00 PM during the months of October through May, consistent with requirements codified in the County's Noise Ordinance for private construction projects located within 0.25 miles of a residence.

The proposed construction timeline, staffing, and equipment needs are described in Table 1 below:

Table 1. Construction Activities and Timeline

Activity	Timeframe	Equipment	Daily Workers
Mobilization and securing site	1 week	18-wheel truck for delivery of heavy equipment for grading, stake bed truck for bringing temporary fencing for staging/laydown area	3-5
Grading and boulder placement	3 weeks	Bulldozer, skid loader, motor grader, wheel compactor, 18-wheel truck/trailer to haul heavy equipment after grading is complete	3-5
Concrete forming and placing	2 weeks	Crew trucks, 10-wheel cement mixer	5-7
Fencing and hitching posts	3 weeks	Stake bed trucks, crew trucks	3-5
Installing site furnishings	1 week (concurrent with fencing)	Articulated lift, 18-wheel delivery truck, crew truck	3-5
Signage, striping	1 week (concurrent with fencing)	Crew trucks	1-2
Clean up and demobilization	1 week	Crew trucks	1-2



wood.

**Harford Springs Reserve
Proposed Day Use and Staging Area**

**FIGURE
3**

Required Agency Approvals

As discussed in Section 7, *Wildlife & Vegetation* the Project site located within the Criteria Area of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). Therefore, the proposed day use parking and staging area would be subject Joint Project Review (JPR) process by the Western Riverside County Regional Conservation Authority (RCA). The proposed Project would use the "take" permits granted under the MSHCP instead of having to obtain separate permits or negotiated with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW).

A. Type of Project: Site Specific ; Countywide ; Community ; Policy .

B. Total Project Area:

Residential Acres: N/A
Commercial Acres: N/A
Industrial Acres: N/A
Other: 1.8 acres

Lots: Units:
Lots: Sq. Ft. of Bldg. Area:
Lots: Sq. Ft. of Bldg. Area:

Projected No. of Residents:
Est. No. of Employees:
Est. No. of Employees:

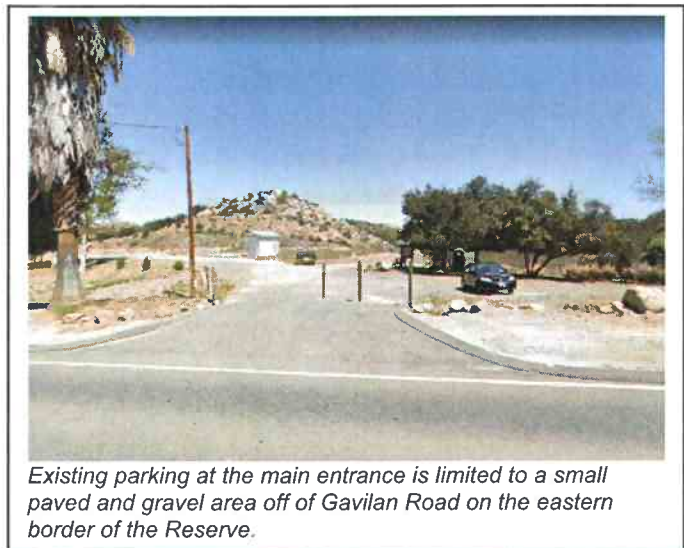
C. Assessor's Parcel No(s): 287-280-012-2

Street References: North of Idaleona Road and west of Piedras Road

D. Section, Township & Range Description or Reference/Attach a Legal Description: The Project site is located on the western edge of Section 19 in Township 4 South, Range 4 West, of the San Bernardino Baseline and Meridian, County of Riverside, State of California.

E. Brief description of the existing environmental setting of the project site and its surroundings:

The Reserve is located within unincorporated Riverside County, west of the City of Perris and the unincorporated area of Mead Valley, and south of the unincorporated area of Woodcrest. The Reserve is approximately 3 miles east of the Lake Mathews Estelle Mountain Reserve and 4 miles southeast of Lake Mathews. The Reserve is generally bordered by Gavilan Road to the west, Idaleona Road to the south, and Piedras Road to the east. Gavilan Hills Ranch Market is located approximately 0.25 miles from the southwestern corner of the Reserve (refer to Figure 1 and Figure 2). The Reserve is surrounded by undeveloped open space to the north, south, and east and a small rural residential neighborhood to the west. There is a horse stable and one single family rural residence within 0.25 miles of the Project site, located directly south across Idaleona Road. No other residences are located within 0.25 miles of the Project site.



Several field surveys and associated technical reports have been prepared for the proposed Project, including a MSHCP Consistency Analysis (Amec Foster Wheeler Environment & Infrastructure, Inc. [Amec Foster Wheeler] 2018b; see Appendix A), Jurisdictional Delineation (Wood Environment &

Infrastructure Solutions, Inc. [Wood] 2020; see Appendix B), and Extended Phase I Cultural Resources Inventory (Amec Foster Wheeler 2018a; see Appendix C). These field surveys and technical reports provide the description of the existing setting for the Project site and the surrounding vicinity.

The Project site is generally located at an elevation of 2,000 to 2,050 feet above mean sea level. This area is characterized by the Vista soil series, which includes moderately deep, well drained soils that formed in material weathered from decomposed granitic rocks. Vista soils are generally located on hills and mountainous uplands and have slopes of 2 to 85 percent. In Southern California – including Riverside County – Vista soils are located on hilly slopes at elevations of 400 to 3,900 feet. They are well drained with slow to rapid runoff and moderately rapid permeability (Amec Foster Wheeler 2018b; U.S. Department of Agriculture Natural Resources Conservation Service 2017).

The Project site is located within the Santa Ana watershed, where the average rainfall is approximately 8.23 inches per year. Surface water runoff within the region generally originates from the south, flows to the north into Lake Mathews, and then flows west for approximately 4 miles before reaching the Temescal Creek. The drainage continues for approximately 6 miles until it reaches the Prado Flood Control Basin. Water is then drained southwest by the Santa Ana River approximately 29 miles until it reaches the Pacific Ocean (Wood 2020).

The Project site is located approximately 300 feet to the north of an un-named drainage that conveys natural surface water flows and urban run-off from the surrounding single-family rural residences and commercial land uses (see Figure 4). However, this drainage path supports only intermittent flows that occur during and immediately following heavy storm events and shows no evidence of an ordinary-high-water mark (OHWM) and/or definable bed and bank feature. Two partially buried culverts are located beneath Piedras Road; however, these culverts have not conveyed any recent flows. A clearly defined bed and bank feature is located approximately 0.5 miles downstream to the west, which is where the jurisdictional drainage feature begins (Wood 2020).

The Project site is located in an area known for underground springs, hence the name Harford Springs Reserve. There are sparse individual willows within the headwaters, but these are in extremely poor health and are likely associated with deep roots that tap into the underground springs. In years of drought, these trees die-back. During years of average to above average rainfall, these willows may show signs of recovery. Within the vicinity of the Project site, the individual willows are sparse and would not be classified as a riparian habitat (Wood 2020).

Four primary vegetation types are located within the vicinity of the Project area (see Figure 4), including:

- **Grassland:** The Project site generally is characterized by the grassland vegetation community (see Figure 4), which is primarily composed of annual plant species dominated by several grasses. These include slender wild oat (*Avena barbata*), red brome (*Bromus madritensis* ssp. *rubens*), and soft chess (*Bromus hordeaceus*). There is a component of native and



Existing vegetation at the Project site is generally limited to annual grasses and low growing shrubs.

non-native forbs such as Russian thistle (*Salsola tragus*), turkey mullein (*Croton setiger*), and Maltese star-thistle (*Centaurea melitensis*).

- **Woodland and Forests:** The Project site includes small patches of the woodland and forests vegetation community. Within the Project site and the immediate vicinity this vegetative community includes scrub oaks (*Quercus berberidifolia*) and California juniper. Larger blocks of this vegetation community are located further south of the Project site adjacent to Idaleona Road (see Figure 4).

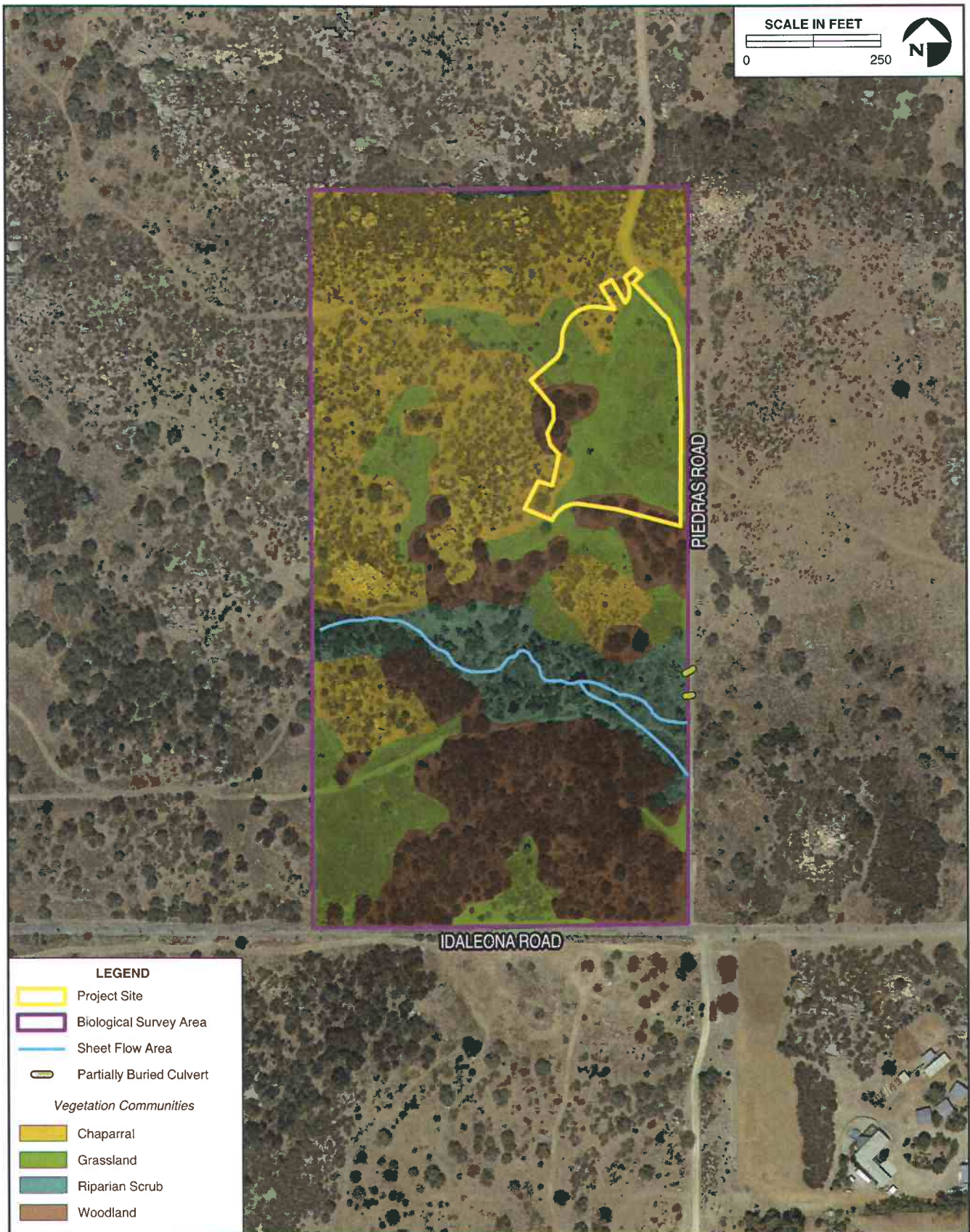


Juniper and oak dominated woodlands are located to the south of the Project site.

- **Chaparral:** The Project site includes a small patch of chaparral to the southwest. This vegetation community occurs to the north and to the west of the Project site (see Figure 4). Chaparral is a shrub-dominated vegetation community that is composed relatively largely of evergreen species that range from 3 to 12 feet in height. The most common and widespread species within chaparral vegetation community is chamise (*Adenostoma fasciculatum*). Other common shrub species include oak (*Quercus* spp.) and redberry (*Rhamnus* spp.). Subshrubs are less common in this community but occur within canopy gaps of mature stands. Common species include California buckwheat (*Eriogonum fasciculatum*), sages (*Salvia* spp.), and monkeyflower (*Mimulus* spp.).
- **Riparian Scrub:** This vegetation community, which occurs approximately 300 feet to the south of the Project site, include elements of southern riparian scrub and southern cottonwood willow riparian forest, which are both considered special-status vegetation communities by the CDFW. These riparian communities are dominated by trees and shrubs, including willows (*Salix* spp.), mule fat (*Baccharis salicifolia*), Fremont cottonwood (*Populus fremontii*), blue elderberry (*Sambucus nigra* ssp. *caerulea*), and saltcedar (*Tamarix* spp.). As previously described, natural runoff in this area sheet flows during and immediately following heavy storm events; However, there is no evidence of an ordinary-high-water mark (OHWM) and/or definable bed and bank feature (see Section 7, *Wildlife & Vegetation*).



Chaparral and rock outcrops are located to the north and to the west of the Project site.



Some of the most common vertebrate species observed on the Project site and in the surrounding vicinity include red-tailed hawk (*Buteo jamaicensis*), Anna's hummingbird (*Calypte anna*), mourning dove (*Zenaidura macroura*), black phoebe (*Sayornis saya*), Audubon's cottontail (*Sylvilagus audubonii*), California ground squirrel (*Otospermophilus beecheyi*), and western fence lizard (*Sceloporus occidentalis*). A literature review conducted in preparation of the MSHCP Consistency Analysis showed that there are 83 special status biological resources known to occur within a 5-mile radius of the Project site. These include 26 plant species, 4 vegetation communities, 2 invertebrates, 1 amphibian, 8 reptiles, 12 birds, and 4 mammals (Amec Foster Wheeler 2018b; see Section 7, *Wildlife & Vegetation*).

Two cultural resources – an isolated hole-in-top can (P-33-028090) and a campsite (P-33-028089) – were discovered during the Extended Phase I Cultural Resources Inventory (Amec Foster Wheeler 2018a). However, it was determined that neither the hole-in-top can nor campsite were eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) (Amec Foster Wheeler 2018a; see Section 8, *Historical Resources*). Therefore, these resources do not qualify as “historical resources” under the California Environmental Quality Act (CEQA) or as Riverside County Landmark. No other prehistoric or tribal cultural resources were encountered at the Project site (Amec Foster Wheeler 2018a; see Section 39, *Tribal Cultural Resources*).

II. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS

F. General Plan Elements / Policies:

- 1. Land Use:** The Project site is located within the Lake Mathews / Woodcrest Area Plan and is designated as Open Space-Conservation Habitat (OS-C H). This land use designation applies to public and private lands conserved and managed in accordance with an adopted MSHCP or other Conservation Plan(s) and in accordance with related Riverside County policies. Ancillary structures or uses may be permitted within this land use designation for the purpose of preserving or enjoying open space (Riverside County 2019a).
- 2. Circulation:** All materials laydown and construction staging would occur with the Project site, limiting potential transportation impacts along Gavilan Road, Idaleona Road, and Piedras Road. The proposed Project would not measurably affect any other transportation facilities referenced in the General Plan and meets all applicable circulation policies (Riverside County 2017).
- 3. Multipurpose Open Space:** The proposed Project does not include drinking fountains or permanent restrooms facilities. As such there would be no increase in demand for domestic water or wastewater facilities. There are no agricultural, forest, mineral, or energy resources at the Project site.
- 4. Safety:** The proposed Project does not include any habitable structures that may be impacted by geologic and/or flood hazards. The Project is in a state-designated very high fire hazard severity zone; however, the entrance to the Reserve is located approximately 2.5 miles from the closest fire station and the implementation of the proposed Project would not increase the risk of fire hazards (Riverside County 2019b; see Section 44, *Wildfire Impacts*). The proposed day use parking and staging area would have a boundary sign prohibiting hunting, fires, shooting, and other potential ignition sources. Similar signage is also at the existing main entrance and every 300 feet along Gavilan and Idaleona Road. Additionally, RivCoParks would continue to conduct regular weed abatement to reduce ladder fuels 100 feet from residences.

5. **Noise:** The Reserve is surrounded by undeveloped open space to the north, south, and east and a small rural residential neighborhood to the west. There is a horse stable and one single family rural residence within 0.25 miles of the Project site, located directly south across Idaleona Road. No other residences are located within 0.25 miles of the Project site. Construction activities would comply with the County Noise Ordinance (Riverside County 2007; see Section 27, *Noise Effects by the Project*) and long-term noise compatibility issues as a result of the proposed day use parking and staging area would not be anticipated.
6. **Housing:** The proposed Project does not include the construction of housing and would not create permanent employment opportunities which would require housing.
7. **Air Quality:** Construction activities would be minor, short-term, and temporary with emissions that would be substantially below the South Coast Air Quality Management District (SCAQMD) thresholds (see Section 6, *Air Quality Impacts*). Operation of the proposed Project would not include activities that would result in additional new stationary or mobile air emissions as the proposed Project is needed for the existing and ongoing use of the Park and the creation of the parking lot alone would not greatly increase the overall use of the Park. The proposed day use parking and staging area would provide parking for visitors that are already accessing the Reserve.
8. **Healthy Communities:** The proposed Project would provide increased access to recreational open space, providing safe opportunities for recreation and physical activities.
9. **Administration:** Not applicable to the proposed Project.
10. **Environmental Justice:** As of May 2020, the Environmental Justice Element has not been adopted.
11. **General Plan Area Plan(s):** Lake Mathews / Woodcrest Area Plan

G. Foundation Component(s): Open Space

H. Land Use Designation(s): Open Space-Conservation Habitat (OS-C H)

I. Overlay(s), if any: Western Riverside County Multiple Species Habitat Conservation Plan

J. Policy Area(s), if any: Gavilan Hills Policy Area

K. Adjacent and Surrounding:

1. **General Plan Area Plan(s):** Lake Mathews / Woodcrest Area Plan

2. **Foundation Component(s):** N/A

3. **Land Use Designation(s):** Open Space-Conservation Habitat (OS-C H)

4. **Overlay(s), if any:** N/A

5. **Policy Area(s), if any:** Gavilan Hills Policy Area

L. Adopted Specific Plan Information

1. **Name and Number of Specific Plan, if any:** Lake Mathews / Woodcrest Area Plan
2. **Specific Plan Planning Area, and Policies, if any:** Gavilan Hills Policy Area; policies focus on regulating future residential development in the area.

M. Existing Zoning: Natural Assets (N-A)

N. Proposed Zoning, if any: N/A

O. Adjacent and Surrounding Zoning: Specific Plan (S-P)

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (x) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Agriculture & Forest Resources | <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Land Use / Planning | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input checked="" type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities / Service Systems |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Wildfire |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Paleontological Resources | <input type="checkbox"/> Mandatory Findings of Significance |

IV. DETERMINATION

On the basis of this initial evaluation:

A PREVIOUS ENVIRONMENTAL IMPACT REPORT / NEGATIVE DECLARATION WAS NOT PREPARED

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

A PREVIOUS ENVIRONMENTAL IMPACT REPORT / NEGATIVE DECLARATION WAS PREPARED

- I find that although the proposed project could have a significant effect on the environment, **NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.

I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An **ADDENDUM** to a previously certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.

I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a **SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT** is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.

I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and a **SUBSEQUENT ENVIRONMENTAL IMPACT REPORT** is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following: (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or, (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.

Signature

Date

For:

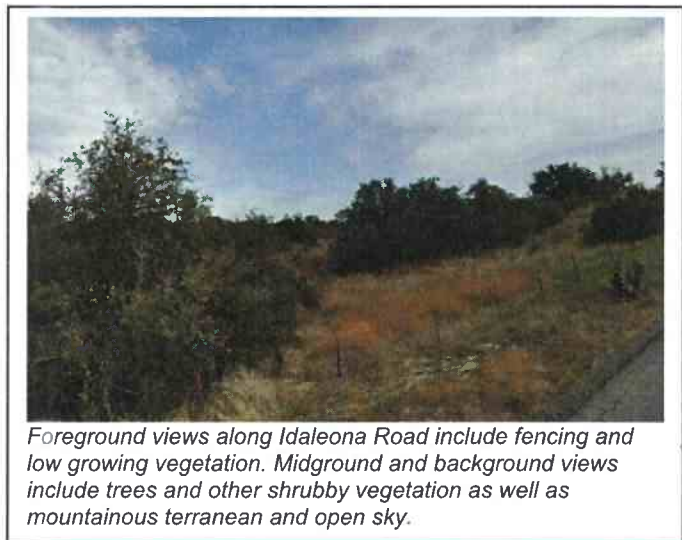
Printed Name

II. ENVIRONMENTAL ISSUES ASSESSMENT

In accordance with CEQA (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed Project and to identify any potentially significant temporary or long-term environmental impacts. In accordance with California Code of Regulations Section 15063, this Initial Study is a preliminary analysis prepared by Riverside County, the Lead Agency, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed Project. The purpose of this Initial Study is to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AESTHETICS Would the project:				
1. Scenic Resources				
a) Have a substantial effect upon a scenic highway corridor within which it is located?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

As previously described the Project site is located approximately 820 feet to the north of the intersection of Idaleona Road and Piedras Road (refer to Figure 1). The Project site is not located within the vicinity of any scenic highways designated by the California Department of Transportation (Caltrans) (Caltrans 2020). Additionally, Idaleona Road has not been designated as Eligible or Designated State or County Scenic Highway in the Riverside County General Plan (Riverside County 2017). Pedestrian facilities (e.g., sidewalks) are not provided along Idaleona Road. While pedestrians may walk along the shoulder of the paved roadway, views along the Idaleona Road are generally limited to drivers, who are traveling at speeds of 25 miles per hour (mph) or more. Views along Idaleona Road within the immediate vicinity of the Project site include trees and other shrubby vegetation along both sides of the paved roadway as well as a 4-foot tall barbed wire fencing along the northern side of



Foreground views along Idaleona Road include fencing and low growing vegetation. Midground and background views include trees and other shrubby vegetation as well as mountainous terrain and open sky.

views along the Idaleona Road are generally limited to drivers, who are traveling at speeds of 25 miles per hour (mph) or more. Views along Idaleona Road within the immediate vicinity of the Project site include trees and other shrubby vegetation along both sides of the paved roadway as well as a 4-foot tall barbed wire fencing along the northern side of

the road. Background views include rolling hills and mountainous topography. The Project site may be visible for short periods along Idaleona Road; however, due to existing topography and vegetation along the road, views of the Project site are largely obscured or completely blocked.

Source(s): Caltrans Scenic Highway System Lists; Riverside County General Plan Circulation Element Figure C-8, *Scenic Highways*

Findings of Fact:

a) **No Impact.** As previously described, there are no scenic highways located near the Project site (Caltrans 2020). The nearest locally designated scenic corridor is located on Cajalco Road, approximately 2.5 miles north of the Project site (Riverside County 2017). Therefore, there would be no impact associated with the implementation of the proposed Project.

b, c) **Less Than Significant.** The proposed Project would remove four existing California juniper trees at the Project site; however, the remaining trees within and surrounding the Project site, would be preserved in place, including the scrub oaks and California juniper trees that make up the patches of woodland and forest vegetation community to the west and to the south (refer to Figure 4). Additionally, the proposed Project would relocate existing small to medium sized boulders on the Project site but would not damage any scenic resources including rock outcroppings and unique or landmark features within the Reserve. Construction equipment would be visible from areas adjacent to the Project site, but potential impacts to surrounding views would be short-term and temporary, lasting for a period of 2- to 3-weeks. Following the completion of construction, the proposed day use parking and staging area would include rustic low-profile features (e.g., split rail fencing, 6-inch by 6-inch wooden hitching posts, relocated boulders, etc.). The unpaved areas within the Project site would be characterized by native soil and stabilizers as well as decomposed granite that would be generally compatible with the existing rural nature of the Reserve. As with the main entrance, vehicles may be visible in the proposed day use parking and staging area, particularly in areas that are located immediately adjacent or at some higher elevations within the Reserve. However, due to the existing vegetation, rolling hills, and mountainous topography the views of the vehicles at the Project site would be limited throughout the entire 325-acre Reserve. Hikers, runners, mountain bikers, and equestrians traveling along Trail 12 to the west (refer to Figure 3) would descend to an elevation of 1,985 feet above mean sea level within less than 0.25 miles, after which the proposed day use parking and staging area would no longer be visible. Trail 1 rises in elevation to the north (refer to Figure 3); however, direct views of the proposed day use parking and staging area would be blocked by topographical features that reach elevations of over 2,050 feet above mean sea level. Closer to the Project site the western and southern boundary of the Project site would be bordered by scrub oaks and California juniper trees that would obscure views of parked vehicles. Therefore, the proposed Project would not degrade the existing visual character of the Reserve and impacts to scenic resources would be less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2. Mt. Palomar Observatory				
a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): County of Riverside Transportation and Land Management Agency GIS Data Downloads; County Ordinance Number 655

Findings of Fact:

a) **No Impact.** The Project site is located approximately 42 miles northwest of the Mt. Palomar Observatory. All construction activities at the Project site would take place during the daylight hours between 6:00 AM and 7:00 PM, and therefore, would not require nighttime lighting. Further, the proposed Project would not include permanent lighting since the Reserve closes at sunset every day. Therefore, the proposed Project would neither directly nor indirectly interfere with the nighttime use of the Mt. Palomar Observatory and there would be no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. Other Lighting Issues				
a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Expose residential property to unacceptable light levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): County Ordinance Number 847

Findings of Fact:

a, b) **No Impact.** As previously described, all construction activities at the Project site would take place during the daylight hours between 6:00 AM and 7:00 PM, and therefore, would not require nighttime lighting. Further, the proposed Project would not include permanent lighting since the Reserve closes at sunset every day. Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AGRICULTURE & FOREST RESOURCES Would the project:				
4. Agriculture				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural zoning, agricultural use or with land subject to a Williamson Act contract or land within a Riverside County Agricultural Preserve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Project site is located within the Lake Mathews / Woodcrest Area Plan and is designated as Open Space-Conservation Habitat (OS-C H) (Riverside County 2019a). The vegetation on the Project site consists of grassland as well as woodland and forest vegetation communities (Amec Foster Wheeler 2018b; refer to Figure 4). No current or historical agricultural and ranching operations are known to have occurred within the Project site (Amec Foster Wheeler 2018a).

Source(s): Riverside County General Plan Figure OS-2, *Agricultural Resources*

Findings of Fact:

- a) **No Impact.** The California Department of Conservation’s Farmland Mapping and Monitoring Program identifies categories of agricultural resources that are significant and require special consideration. According to the Farmland Map, the Project site is not located in an area designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (as defined by Government Code Section 51201[c] and 56064) or Agricultural Land (as defined by Government Code Section 56016) (California Department of Conservation 2016). Further, none of the proposed Project elements would convert existing farmland to non-agricultural use. Therefore, there would be no impact to farmland associated with the implementation of the proposed Project.
- b) **No Impact.** The Project site is neither zoned for agricultural uses nor under a Williamson Act Contract. Therefore, the proposed Project would not conflict with existing zoning for agricultural use, or a Williamson Act Contract and there would be no impact.
- c) **No Impact.** The Project site is not located within 300 feet of any property zoned for agricultural uses. The closest agriculturally zoned area is located approximately 4,400 feet (0.80 miles) to the southwest of the Project site near the Gavilan Hills Ranch Market. Therefore, there would be no impact associated with the implementation of the proposed Project.

d) **No Impact.** The proposed Project does not involve other changes to the existing environment which, due to their location or nature, would result in conversion of farmland, to non-agricultural use. Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5. Forest				
a) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220[g]), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Govt. Code Section 51104[g])?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure OS-3a, *Forestry Resources Western Riverside County Parks, Forests, and Recreation Areas*

Findings of Fact:

a-c) **No Impact.** As previously described, the Project site is located within the Lake Mathews / Woodcrest Area Plan and is designated as Open Space-Conservation Habitat (OS-C H) (Riverside County 2019a). Neither the Project site nor the surrounding vicinity is zoned as forest land or timberland. The implementation of the proposed Project would require removal of four California juniper trees; however, the Project site is not within a forested area. Therefore, the proposed Project would not conflict with existing zoning or otherwise result in the conversion of forest land to non-forest use.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
AIR QUALITY Would the project:				
6. Air Quality Impacts				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors, which are located within one (1) mile of the project site, to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Project site is located within the South Coast Air Basin (Basin), which is governed by the SCAQMD. Riverside County is currently in *nonattainment* for ozone (O₃), both 1-hour and 8-hour, carbon monoxide (CO), nitrogen dioxide (NO₂), particulate matter equal to or less than ten microns in diameter (PM₁₀), and 2.5 microns in diameter (PM_{2.5}) under the National Ambient Air Quality Standards (NAAQS) (U.S. Environmental Protection Agency [USEPA] 2019). Additionally, the Basin is in *nonattainment* for O₃, PM_{2.5}, and PM₁₀ under the California Ambient Air Quality Standards (CAAQS) (California Air Resources Board [CARB] 2018a). The SCAQMD has established significance thresholds for construction emissions and operational emissions for six categories of pollutants, including nitrous oxides (NO_x), volatile organic compounds, (VOC), PM₁₀, and PM_{2.5}, sulfur oxides (SO_x), CO, and lead (Pb) (see Table 2). These thresholds are based on the potential adverse short-term health effects of each pollutant.

Table 2. Air Quality Significance Thresholds

Pollutant	Pounds per Day
Carbon Monoxide (CO)	550
Nitrogen Oxides (NO _x)	100
Respirable Particulate Matter (PM ₁₀)	150
Fine Particulate Matter (PM _{2.5})	55
Sulfur Oxides (SO _x)	150
Lead (Pb)	3
Reactive Organic Gases (ROGs)	75

Sources: SCAQMD 2019.

The SCAQMD and the Southern California Association of Governments (SCAG) are responsible for formulating and implementing the Air Quality Management Plan (AQMP) for the Basin. A development or land use project is considered to be consistent with the AQMP if it furthers one or more policies or/and does not obstruct other policies. The SCAQMD's CEQA Air Quality Handbook (1993) identifies two key indicators of consistency:

- Whether the development or land use project would result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of NAAQS or the interim emission reductions specified in the AQMP, except as provided for CO in Section 9.4 for relocating CO hot spots.

- Whether or not the development or land use project would exceed the assumptions in the AQMP in the year of build-out.

Construction

Construction emissions were estimated for the proposed Project using the California Emissions Estimator Model (CalEEMod) Version 2016.3.2 (see Appendix D). The CalEEMod analysis conservatively assumed that construction would begin in July 2020, since air quality in Southern California tends to be worse during the Summer, when NO_x more readily reacts with other chemicals and hydrocarbons in the sunlight to form O₃. Construction activities would last for a total of 10 weeks, including mobilization, grading, concrete flatwork, fencing, and installation of site furnishings and signage. Table 3 presents the estimated maximum unmitigated daily construction emissions associated with the proposed Project, which includes emissions from on-site sources (i.e., construction equipment) and off-site sources (i.e., haul truck trips, concrete truck trips, and construction worker vehicles). Daily construction emissions would not exceed the SCAQMD thresholds for VOC, NO_x, CO, SO_x, PM₁₀, or PM_{2.5} (see Table 3).

Table 3. Estimated Maximum Daily Construction Emissions (pounds per day)

Peak Daily Total	ROG	NO _x	CO	SO ₂	Fugitive Dust	
					PM ₁₀	PM _{2.5}
Summer 2020	3.88	18.64	8.45	0.02	12.69	2.47
SCAQMD Threshold	75	100	550	150	150	55
Significant?	No	No	No	No	No	No

Note: No mitigation measures were applied as estimated daily maximum construction emission are below SCAQMD thresholds.

Source: CalEEMod Version 2016.3.2; see Appendix D.

Operation

Operation of the proposed Project would be limited to visitor trips to and from the proposed day use parking and staging area as well as periodic vehicle trips for maintenance. Visitor trips to the proposed day use parking and staging area were estimated in CalEEMod using the ITE trip generation rates for a 325-acre Reserve (see Appendix D). Therefore, Table 4 conservatively represents the total estimated annual operational emissions that would result from visitors traveling to and from the Reserve. However, the proposed day use parking and staging area would provide parking for visitors that are already accessing the Reserve. Therefore, the net increase in operational emissions over the course of a year would be negligible. Nevertheless, even with this conservative assumption, total operational emissions would remain well below the SCAQMD thresholds and would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.

Table 4. Estimated Daily Maximum Operational Emissions (pounds per day)

Peak Daily Total	ROG	NO _x	CO	SO ₂	Fugitive Dust	
					PM ₁₀	PM _{2.5}
Area	0.035	<0.00	0.008	0.000	<0.000	<0.000
Energy	0.000	0.000	0.000	0.000	0.000	0.000
Mobile	0.126	0.901	1.501	0.006	20.12	2.075
Overall	0.161	0.901	1.510	0.006	20.12	2.075
SCAQMD Threshold	75	100	550	150	150	55

Peak Daily Total	ROG	NO _x	CO	SO ₂	Fugitive Dust	
					PM ₁₀	PM _{2.5}
Significant?	No	No	No	No	No	No

Note: No mitigation measures were applied as estimated daily maximum construction emission are below SCAQMD thresholds.

Source: CalEEMod Version 2016.3.2; see Appendix D.

Source(s): SCAQMD CEQA Air Quality Handbook

Findings of Fact:

a) **No Impact.** As shown in Table 3, construction of the proposed Project would not substantially increase any sources of criteria pollutant emissions and construction emissions would remain well below the SCAQMD thresholds. As such, the minor, short-term construction emissions associated with the proposed Project would not conflict with or obstruct implementation of the AQMP. Implementation of the proposed Project would neither introduce new stationary sources of emissions nor substantially change existing mobile operations at the Reserve. The AQMP is based on emission projections, which assume land use composition and intensity from local general plan land use elements. Because the proposed Project does not include any change in land use or activities at the Project site and would not result in an increase in overall demand for the Reserve, the proposed Project would not induce growth (directly or indirectly) that might be inconsistent with the Riverside County General Plan or AQMP. Therefore, there would be no impact associated with the implementation of the proposed Project.

b) **Less Than Significant.** Due to the limited scope of the proposed construction activities – in terms of equipment, duration of construction, truck trips, and number of construction worker vehicle trips, etc. – short-term, temporary construction emissions would not violate air quality standards or contribute substantially to an existing air quality violation (refer to Table 3). As such, the proposed Project would result in less than significant impacts to air quality during construction. As the net increase in operational emissions would be negligible, the long-term operational impacts to air quality associated with the proposed Project would also be less than significant.

c) **Less Than Significant.** The nearest sensitive receptor to the Project site is the single-family rural residence located south of Idaleona Road (approximately 0.25 miles). The Reserve itself could also be considered a sensitive receptor; however, trail users within the 325-acre Reserve visit intermittently and would generally disperse quickly from the proposed day use parking and staging area.

Construction activities associated with the proposed Project would be short-term (i.e., between 2 to 3 months) and temporary. Due to the limited area of disturbance (i.e., 1.8 acres) and total earthwork (i.e., 500 cy), construction emissions would remain well below the SCAQMND thresholds (refer Table 3). Given the low level of emissions associated with construction activities, coupled with the distance to the closest sensitive receptor (approximately 0.25 miles away), a localized significance threshold analysis is not warranted. Operational emissions associated with the proposed Project would be similar to existing conditions and would also remain well below SCAQMD thresholds (refer Table 4). Therefore, impacts to sensitive receptors would be less than significant.

d) **Less Than Significant.** Odors produced during the 2- to 3-month construction period would be localized and attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment. Such odors would be temporary, consistent with standard construction activities, and would not affect substantial numbers of people in the vicinity of the Project site – particularly given that the construction areas would be located approximately 0.25 miles from the nearest sensitive receptor with

intervening vegetation and roadways. Therefore, impacts associated with odors during construction would be considered less than significant. Operation odors associated with the proposed day use parking and staging area would be limited to vehicle emissions from truck and horse trailer combinations and passenger vehicles. These odors would be negligible, particularly given the intervening roadways and impacts would be less than significant.

Mitigation: The proposed Project would not result in significant impacts to air quality at the regional or local levels. However, to assure compliance with SCAQMD rules, the following Best Management Practices (BMPs) would be implemented as a part of the proposed Project:

BMP AQ-1: During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified in SCAQMD Rule 403:

- All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust.
- Watering shall occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day.
- All material transported on- or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by cleaning, grading, or earth moving operations shall be minimized so as to prevent excessive amounts of dust.

BMP AQ-2: Emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good operating condition and in proper tune per manufacturer's specifications.

Monitoring: Compliance with these BMPs would be subject to periodic site inspections by the Riverside County Planning Department.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
BIOLOGICAL RESOURCES Would the project:				
7. Wildlife & Vegetation				
a) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U. S. Wildlife Service?				
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

An MSHCP Consistency Analysis was prepared for the proposed Project by Amec Foster Wheeler (Amec Foster Wheeler 2018b; see Appendix A). This analysis included a literature review and reconnaissance-level field survey, which was conducted on September 26, 2017, covering a 17-acre biological survey area (BSA) (refer to Figure 4). The entire Reserve, including the Project site, is a part of the Western Riverside MSHCP Conservation Area and occurs within the Public-Quasi-Public (PQP) lands. Section 4 of the MSHCP, states that the “conservation area incorporates maximum use of existing PQP lands to achieve conservation objectives” and specifically names the Reserve as land “that will contribute to the conservation of covered species.”

The BSA is located within MSHCP survey areas for several species including:

- Little mousetail (*Myosurus minimus* ssp. *apus*);
- Many-stemmed dudleya (*Dudleya multicaulis*);
- Munz's onion (*Allium munzii*);
- Round-leaved filaree (*California [Erodium] macrophyllum*);
- San Diego ambrosia (*Ambrosia pumila*);
- Smooth tarplant (*Centromadia pungens* ssp. *laevis*);
- Thread-leaved brodiaea (*Brodiaea filifolia*); and
- Burrowing owl (*Athene cunicularia*).

The entire BSA was surveyed for these special status plants and animals as well as any other special status species identified during the literature review. Representative photographs and a list of all plants and animals detected (e.g., through direct observation, vocalizations, presence of scat, tracks, and/or bones) within the BSA are included in Appendix A.

Critical Habitat

The MSHCP Consistency Analysis found that no federally designated critical habitat occurs within the Project site or within the Reserve (Amec Foster Wheeler 2018b; USFWS 2017).

Vegetation

Four vegetation communities were mapped within the BSA, including grasslands, woodland and forest, chaparral, and riparian scrub. Representative plant species observed in the BSA included, but were not limited to California juniper, scrub oak, chamise, small-flowered fiddleneck, Russian thistle, California buckwheat, red brome, mule fat, and red willow. Scrub oaks are not protected by the Riverside County Oak Tree Management Guidelines (Riverside County 1999) and no other oak species were detected in the BSA.

The Project site is primarily characterized by the grassland vegetation community, which consists of annual plant species dominated by several grasses including slender wild oat, red brome, and soft chess (Amec Foster Wheeler 2018b; refer to Figure 4). Small patches of woodland and forest, characterized by scrub oak and California juniper, occur at the western boundary and along the southern boundary of the Project site (Amec Foster Wheeler 2018b; refer to Figure 4). A small patch of chaparral, a shrub-dominated vegetation community that is composed relatively largely of evergreen species, is located at the southwestern corner of the Project site (Amec Foster Wheeler 2018b; refer to Figure 4).

Special Status Biological Resources

The review of the California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants, and other sources identified a total of 83 special status biological resources known to occur within 5 miles of the Project site. These include 26 plants, 4 vegetation communities, 2 invertebrates, 1 amphibian, 8 reptiles, 12 birds, and 4 mammals (Amec Foster Wheeler 2018b). Amec Foster Wheeler conducted a reconnaissance-level field survey to inventory plants and animals within the BSA and to determine overall the habitat suitability for special status species. Of the special status species identified in the literature review, 11 plants, 1 invertebrate, 3 reptiles, 3 birds, and 2 mammals are considered to have a high potential to occur within the BSA (see Tables 6 and 7). Additionally, 1 amphibian, 4 reptiles, 4 birds, and 1 mammal are considered to have a moderate to occur within the BSA (see Tables 6 and 7).

Table 5. Special Status Plant Species with Moderate to High Potential for Occurrence in the BSA

Species	Scientific Name	Federal Status	State Status	CRPR	Other Special Status	Habitat
Little mouse-tail	<i>Myosurus minimus</i> ssp. <i>apus</i>	-	-	3.1	S2	High Potential. Vernal pools, valley and foothill grassland. Alkaline soils. 65 – 2,100 feet.
Long-spined spineflower	<i>Chorizanthe polygonoides</i> var. <i>longispina</i>	-	-	1B.2	S3	High Potential. Chaparral, coastal scrub, meadows and seeps, valley and foothill grassland, vernal pools. Gabbroic clay. 95 – 5,055 feet.
Munz's onion	<i>Allium munzii</i>	FE	ST	1B.1	S1	High Potential. Heavy clay soils; grows in grasslands and openings within shrublands or woodlands. 1,230 – 3,415 feet.
Palmer's grapplinghook	<i>Harpagonella palmeri</i>	-	-	4.2	S3	High Potential. Chaparral, coastal scrub, valley and foothill grassland. Clay soils. 65 – 3,135 feet.
Paniculate tarplant*	<i>Deinandra paniculata</i>	-	-	4.2	S4	Occurs within BSA. Coastal scrub, valley and foothill grassland, vernal pools. 80 – 3,085 feet.
Parry's spineflower	<i>Chorizanthe parryi</i> var. <i>parryi</i>	-	-	1B.1	S2	High Potential. Sandy or rocky openings in chaparral, coastal sage scrub, cismontane woodland, valley and foothill grassland. 900 – 4,005 feet.
Payson's jewelflower	<i>Caulanthus simulans</i>	-	-	4.2	S4	High Potential. Sandy, granitic areas in chaparral and coastal scrub. 295 – 7,220 feet.
Peninsular spineflower	<i>Chorizanthe leptotheca</i>	-	-	4.2	S3	High Potential. Alluvial fans, granitic areas in chaparral, coastal scrub, and lower montane coniferous forest. 980 – 6,235 feet.

Species	Scientific Name	Federal Status	State Status	CRPR	Other Special Status	Habitat
Small-flowered microseris	<i>Microseris douglasii</i> ssp. <i>platycarpa</i>	-	-	4.2	S4	High Potential. Cismontane woodland, coastal scrub, valley and foothill grassland, vernal pools. 45 – 3,515 feet.
Small-flowered morning-glory	<i>Convolvulus simulans</i>	-	-	4.2	S4	High Potential. Chaparral (openings), coastal scrub, valley and foothill grassland. 95 – 2,430 feet.
Smooth tarplant	<i>Centromadia pungens</i> ssp. <i>laevis</i>	-	-	1B.1	S2	High Potential. Annual herb found in alkaline areas within chenopod scrub, meadows, playas, riparian woodland, valley and foothill grassland below 3,000 feet.
Woven-spored lichen*	<i>Texosporium sanctijacobi</i>	-	-	3	S1	High Potential. Openings in chaparral on soil, small mammal pellets, dead twigs, and <i>Selaginella</i> spp. 950 – 2,170 feet.
Federal Status FE: Federally Endangered						California Native Plant Society CRPR: California Rare Plant Rank
State Status ST: State Threatened						1B: Plants rare, threatened, or endangered in California and elsewhere 3: Plants about which more information is needed (Review List) 4: Plants of limited distribution (Watch List)
CDFW Status S1: Critically Imperiled S2: Imperiled S3: Vulnerable S4: Apparently Secure						0.1: Seriously threatened in California 0.2: Moderately threatened in California

MSHCP

* Species not included in the Western Riverside MSHCP

Notes: The species included have been observed within the BSA or the Reserve or otherwise have a high potential for occurrence based on existing habitat within the BSA. For a complete list of specialist status species – including species that have been recorded in the vicinity but have a low potential to occur within the BSA – see Appendix A. Source: Arne Foster Wheeler 2018b.

Table 6. Special Status Animal Species with Moderate to High Potential for Occurrence in the BSA

Species	Scientific Name	Federal Status	State Status	Other Special Status	Habitat
Invertebrates					
Quino checkerspot butterfly	<i>Euphydryas editha quino</i>	FE	-	S1S2	High Potential. Occurs in sunny openings within chaparral and coastal sage shrublands in parts of Riverside and San Diego counties. Also occurs in hills and mesas near the coast. Requires high densities of food plants <i>Plantago erecta</i> , <i>P. insularis</i> , and <i>Orthocarpus purpurescens</i> .
Amphibians					
Western spadefoot	<i>Spea hammondi</i>	-	-	SSC, S3	Moderate Potential. Occurs primarily in grassland habitats but can be found in valley-foothill hardwood woodlands. Vernal pools are essential for breeding and egg laying.
Reptiles					
(Belding's) orange-throated whiptail	<i>Aspidoscelis hyperythra</i>	-	-	WL, S2S3	High Potential. Inhabits low-elevation coastal scrub, chaparral, and valley-foothill hardwood habitats. Prefers washes and other sandy areas with patches of brush and rocks.
California (coastal) glossy snake*	<i>Arizona elegans occidentalis</i>	-	-	SSC, S2	Moderate Potential. Reported from a range of scrub and grassland habitats, often with loose or sandy soils.
coast patch-nosed snake*	<i>Salvadora hexalepis virgulitea</i>	-	-	SSC, S2S3	Moderate Potential. Brushy or shrubby vegetation in coastal Southern California. Requires small mammal burrows for refuge and overwintering sites.
Coast (San Diego) horned lizard	<i>Phrynosoma blainvillii</i>	-	-	SSC, S3S4	High Potential. Occurs in many scrub and woodland habitats, grasslands within loose soils. Prefers open sandy areas, washes, and floodplains.

Species	Scientific Name	Federal Status	State Status	Other Special Status	Habitat
Coastal western whiptail	<i>Aspidoscelis tigris stejnegeri</i>	-	-	SSC, S3	Requires open areas for sunning, bushes for cover, and ants or other prey items. Moderate Potential. Occurs in a wide variety of habitats including coastal sage scrub, sparse grassland, and riparian woodland; coastal and inland valleys and foothills.
(Northern) red-diamond rattlesnake	<i>Crotalus ruber</i>	-	-	SSC, S3	High Potential. Occurs in chaparral, woodland, grassland, and desert areas, particularly in rocky areas and areas with dense vegetation. Requires rodent burrows, cracks in rocks, or other surface cover objects.
San Bernardino ringneck Snake*	<i>Diadophis punctatus modestus</i>	-	-	SSC, S2?	Moderate Potential. Most common in open, relatively rocky areas. Often in somewhat moist microhabitats near intermittent streams. Avoids moving through open or barren areas by restricting movements to areas of surface litter or herbaceous vegetation.
Birds					
Bell's (sage) sparrow	<i>Artemisospiza belli</i>	-	-	MBTA, BBC, FGC, WL, S3	Moderate Potential. Nests in chaparral, usually dominated by fairly dense stands of chamise. Found in coastal sage scrub in south of range.
Coastal California gnatcatcher	<i>Poliptila californica californica</i>	FT	-	MBTA, FGC, SSC, S2,	Moderate Potential. Inhabits sage scrub in low-lying foothills and valleys, and sparse chaparral habitats.
Cooper's hawk	<i>Accipiter cooperi</i>	-	-	MBTA, FGC, WL, S4	Occurs within BSA. Occurs in woodlands, chiefly of open, interrupted, or marginal type. Nest mainly in riparian growths of deciduous trees as well as in canyon bottoms along river flood plains.
Loggerhead shrike	<i>Lanius ludovicianus</i>	-	-	MBTA, BBC, FGC, SSC, S4	Moderate Potential. Found in open habitats with widely spaced vegetation.

Species	Scientific Name	Federal Status	State Status	Other Special Status	Habitat
Long-eared owl*	<i>Asio otus</i>	-	-	MBTA, BCC, FGC, SSC, S3	High Potential. Occurs in riparian bottomlands grown to tall willows and cottonwoods as well as belts of live oak paralleling stream courses. Requires adjacent open land, with mice for prey and the presence of old nests of crows, hawks, or magpies for breeding.
Southern California rufous-crowned sparrow	<i>Aimophila ruficeps canescens</i>	-	-	MBTA, FGC, WL, S3	Moderate Potential. Steep, rocky coastal sage scrub and open chaparral habitats, particularly scrubby areas mixed with grasslands. From Santa Barbara County to northwestern Baja California.
White-tailed kite	<i>Elanus leucurus</i>	-	-	MBTA, FP, FGC, S3S4	High Potential. Occurs in rolling foothills and valley margins with scattered oaks and river bottomlands or marshes next to deciduous woodland. Prefers open grasslands, meadows, or marshes for foraging close to trees for nesting and perching.
Mammals					
Northwestern San Diego pocket mouse	<i>Chaetodipus fallax fallax</i>	-	-	SSC, S3S4	Moderate Potential. Found in sandy herbaceous areas, usually associated with rocks or coarse gravel in coastal scrub, chaparral, grasslands, and sagebrush.
Stephens' kangaroo rat	<i>Dipodomys stephensi</i>	FE	ST	S3S4	High Potential. Primarily occurs in annual and perennial grasslands, but also occurs in coastal scrub and sagebrush with sparse canopy cover. Prefers buckwheat, chamise, brome grass, and filaree and will burrow into firm soil.
San Diego desert woodrat	<i>Neotoma lepida intermedia</i>	-	-	SSC, S3S4	High Potential. The subspecies "intermedia" is an animal that occurs within the coastal slope. Coastal sage

Species	Scientific Name	Federal Status	State Status	Other Special Status	Habitat
Federal Status FE: Federally Endangered State Status ST: State Threatened CDFW Status S1: Critically Imperiled S2: Imperiled S3: Vulnerable S4: Apparently Secure					scrub and chaparral with rock outcrops, boulders, cactus patches, or dense undergrowth. This subspecies is generally now considered a full species, Bryant's woodrat (<i>Neotoma bryanti</i>).
Other Federal Designations MBTA: Bird Species Protected under the Migratory Bird Treaty Act BCC: Bird of Conservation Concern Other CDFW Designations FP: CDFW Fully Protected Species FGC: Bird Species Protected by the California Fish and Game Code SSC: CDFW Species of Special Concern MSHCP * Species not included in the Western Riverside MSHCP					

Notes: The species included have been observed within the BSA or the Reserve or otherwise have a high potential for occurrence based on existing habitat within the BSA. For a complete list of specialist status species – including species with moderate, low, and no potential to occur within the BSA – see Appendix A.
Source: Amec Foster Wheeler 2018b

Jurisdictional Waters

The Jurisdictional Delineation prepared for the proposed Project included a review of the National Wetlands Inventory (NWI) Mapper to identify potential wetland features within the BSA (Wood 2020). The BSA crosses one NWI feature categorized as riverine, intermittent streambed, seasonally flooded wetlands (R4SBC) (Wood 2020; USFWS 2019).

A field survey was conducted on September 18, 2019 to determine if the flows associated with potential drainage wetland feature met the minimum criteria to be considered under the jurisdiction of U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW. Visual observations of vegetation types, changes in hydrology and changes in soils texture were used to locate the areas to be evaluated. To determine jurisdictional boundaries, the surveyor walked the length of the drainage and recorded the centerline with a Trimble GeoXH global positioning system. The width of the drainage was determined by the OHWM and bankfull width measurements at locations where transitions were apparent. Other data recorded included bank height and morphology, substrate type, and all vegetation within the streambed and riparian vegetation adjacent to the streambed. Soils pits were dug in areas that contained hydrophytic vegetation and wetland hydrology to determine if hydric soils were present. Areas that lacked evidence of hydrophytic vegetation, lacked evidence of wetland hydrology, and had no recent disturbance, did not require a soil pit given that the other wetland indicators were not present (Wood 2020).

The BSA contains the headwaters of a downstream drainage feature, approximately 300 feet to the south of the Project site (refer to Figure 4). However, natural runoff in this area sheet flows across Piedras Road with no evidence of an OHWM and/or definable bed and bank feature. Two partially buried culverts were observed under the access road within the survey area (refer to Figure 4). These culverts have not recently conveyed any flows and showed no sign of OHWM. The sheet flow within the BSA is conveyed in an area that has scattered red willow (*Salix laevigata*) but does not have sufficient cover to be considered a riparian habitat. A soil pit was attempted, but the soil was extremely hard and a pit of approximately 3 to 4 inches was completed. There was no evidence of hydric soils or any noticeable wetland hydrology indicators. There was also no change in soil texture or vegetation coverage, often associated with a drainage feature with no definable bed and bank feature. Therefore, no areas within the BSA – including the Project site – meet the minimum criteria to be under the jurisdiction of USACE, RWQCB, or CDFW. Further, no areas within the BSA – including the Project site – meet the minimum criteria to be considered Riparian/Riverine under the Western Riverside County MSHCP (Wood 2020).

Source(s): Harford Springs Day Use Staging Area Project Environmental Constraints & Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis; Harford Springs Day Use Staging Area Project Delineation of Jurisdictional Waters

Findings of Fact:

a) **Less Than Significant with Mitigation Incorporated.** Section 7 of the MSHCP discusses covered activities and allowable uses in the Conservation Area. As described in the MSHCP Consistency Analysis, the proposed Project appears to qualify as a “conditionally compatible use” under Section 7.4.2 of the MSHCP. Although the main goal of the Conservation Area is to protect sensitive biological resources, another primary objective is to provide recreational and educational opportunities within the Conservation Area, while providing adequate protection for special status species and their habitats. Public access is a very important part of the MSHCP because it gives the public an opportunity to

experience and appreciate the natural environment that is being protected. The primary public access component within the Conservation Area is trails; however, three other types of public access facilities can also be located within the Conservation Area: trailheads, interpretive centers, and maintenance facilities (Amec Foster Wheeler 2018b).

Trailheads provide trail access points and recreational amenities for day use activities that can be selectively specialized to accommodate hikers, runner, mountain biker, and/or equestrians. The MSHCP includes the assumption that 14 trailheads will be constructed within the Conservation Area, each being approximately 5 acres. It is unclear from the MSHCP whether these facilities are conceptual or if they have already been identified and sited. Vegetation communities identified by the MSHCP as anticipated to be impacted included agricultural land, chaparral, coastal sage scrub, and grassland. Two of those communities, chaparral and grassland, occur within the BSA and one of those communities, grassland, occurs within the Project site (Amec Foster Wheeler 2018b). With the implementation of Mitigation Measure BR-1, which would require compliance with the construction guidelines provided in Section 7.5.3 of the MSHCP, the impacts would be less than significant with mitigation incorporated.

In the event that the proposed Project is not considered a covered “conditionally compatible use” by the RCA as described in Section 7.4.2 of the MSHCP, it could still be approved under the process described in Section 7.2.4 of the MSHCP: “Future Facilities Within PQP Lands.” While this section specifically mentions facilities for water, sewer, electrical, gas and solid waste, it identifies a process of equivalent conservation provided through individual mitigation. The process requires an equivalency analysis that addressed the following categories:

- Effects on habitats;
- Effects on covered species;
- Effects on core areas;
- Effects on linkages and constrained linkages;
- Effects on MSHCP Conservation Area configuration and management; and
- Effects on ecotones (defined as areas of adjoining vegetation communities, generally characterized by greater biological diversity) and other conditions affecting species diversity (such as invasion by exotics).

The equivalency analysis would be provided for review and concurrence by the RCA and would compare the effects/benefits of the proposed Project including specific mitigation and compensation for lost conservation values, with the conditions prior to facility implementation. The analysis would need to consider specific design features of the proposed Project, including consideration of MSHCP siting and design guidelines as well as MSHCP BMPs. In this case, impacts to habitats within the existing PQP lands would be compensated by purchase and dedication into the MSHCP Conservation Area of land elsewhere consistent with the requirement of Mitigation Measure BR-1.

RivCoParks and Wood met with resource agency staff following the RCA meeting on August 15, 2019 to discuss the potential impacts and associated mitigation measures associated with the proposed Project. As discussed with resource agency staff, with the incorporation of BMPs, impacts associated with the proposed Project would be less than significant with mitigation incorporated.

The Project site is located along the Urban/Wildlands Interface. Therefore, potential indirect edge effects, which include noise, trash/debris, urban and stormwater runoff, toxic materials, exotic plant and animal infestations, dust, trampling and unauthorized recreational use, and their relation to the functions and values of the areas to be conserved, must be minimized or eliminated. Compliance with Mitigation Measure BR-2 would address these indirect effects and would reduce impacts to less than significant with mitigation incorporated.

b, c) **Less Than Significant with Mitigation Incorporated.** As previously described Amec Foster Wheeler conducted a reconnaissance-level field survey to inventory flora and fauna within the BSA and to determine overall habitat suitability for special status plants and animals. Of the special status species identified in the literature review, 11 plants, 1 invertebrate, 3 reptiles, 3 birds, and 2 mammals are considered to have a high probability of being present in the BSA (see Tables 6 and 7). Additionally, 1 amphibian, 4 reptiles, 4 birds, and 1 mammal are considered to have a moderate probability of being present in the BSA (refer to Tables 6 and 7).

Federally and State Listed Species

The literature review and reconnaissance-level field survey indicate that the following federally and/or state listed species have the potential to occur within the Project site or the immediate vicinity:

Quino checkerspot butterfly – The Quino checkerspot butterfly is a federally endangered species that occurs in sunny openings within chaparral and coastal sage shrublands. Quino checkerspot butterflies require high densities of food plants *Plantago erecta*, *P. insularis*, and *Orthocarpus purpurescens*. This species is managed for in the Subunit 3 of the Lake Mathews / Woodcrest Area Plan: “Gavilan Hills West,” which calls for reintroduction within the Northwest Riverside County Recovery Unit and the Gavilan Hills Habitat Complex as identified in the January 2001 USFWS Draft Recovery Plan for the Quino Checkerspot Butterfly. This species is managed for at the Reserve under the terms of the MSHCP and has been previously recorded within the BSA (Amec Foster Wheeler 2018b).

Coastal California Gnatcatcher – The coastal California gnatcatcher is a federally threatened species that inhabits sage scrub in low-lying foothills and valleys, and sparse chaparral habitats. This species has been previously recorded within the Reserve and in the surrounding vicinity. However, the Project site does not include high quality chaparral habitat. Therefore, while coastal California gnatcatchers have a moderate potential to occur within the BSA, they are unlikely to occur within the Project site (Amec Foster Wheeler 2018b).

Stephens' Kangaroo Rat – Stephens' kangaroo rat is a federally endangered and state-listed threatened species that occur in primarily annual and perennial grasslands, but also occurs in coastal scrub and sagebrush habitats with sparse canopy cover. Specifically, this species prefers buckwheat, chamise, brome grass, and filaree. Stephens' kangaroo rats are managed for in the Subunit 3 of the Lake Mathews / Woodcrest Area Plan: "Gavilan Hills West," which calls for maintaining the linkage area in this area. During the reconnaissance-level field survey kangaroo rat sign was widespread in the BSA (Amec Foster Wheeler 2018b).



Kangaroo rat burrows were observed to the east of the Project site indicating the potential presence of Stephens' Kangaroo Rat.

Munz's Onion – Munz's onion occurs in heavy clay soils in grassland vegetation communities and in openings within shrublands or woodlands. This species is managed for in the Subunit 3 of the Lake Mathews / Woodcrest Area Plan: "Gavilan Hills West," which calls for conservation of clay soils supporting Munz's onion. Additionally, this species has been previously recorded within the southwestern corner of the BSA within Bosanko clay soils. However, as described in Section 18, *Soils* the Project site is characterized by the Vista soil series, which includes moderately deep, well drained soils that formed in material weathered from decomposed granitic rocks (Amec Foster Wheeler 2018b; U.S. Department of Agriculture Natural Resources Conservation Service 2017). Therefore, Munz's onion is not likely to occur within the Project site.

Other Special Status Species Identified in the MSHCP

Protection of Narrow Endemic Plant Species is discussed in Section 6.1.3 of the MSHCP. The plan states that the existing MSHCP database does not provide the level of detail sufficient to determine the extent of presence or distribution of certain Narrow Endemic Plant Species. As such, survey areas have been established within the Criteria Area of the MSHCP for locations where appropriate habitat may be present. Habitat assessment for four of these species was required within the BSA: Munz's onion, San Diego ambrosia, slender-horned spineflower, and many-stemmed dudleya. Potential habitat was present within the BSA for all of these except slender-horned spineflower. However, only Munz's onion has a high potential for occurrence within the BSA. As previously described the Project site is characterized by the Vista soil series, which includes moderately deep, well drained soils that formed in material weathered from decomposed granitic rocks (Amec Foster Wheeler 2018b; U.S. Department of Agriculture Natural Resources Conservation Service 2017). Therefore, Munz's onion is not likely to occur within the Project site and none were located during specific site surveys.

In addition to Narrow Endemic Plant Species, portions of the BSA are in Criteria Area Species Survey Area 1, which includes the following seven species: round-leaved filaree, smooth tarplant, thread-leaved brodiaea, Davidson's saltscale (*Atriplex serenana* var. *davidsonii*), Parish's brittlescale (*Atriplex parishii*), Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), and little mousetail. Portions of the BSA are also in the designated survey area for the burrowing owl.

Potential Impacts

Implementation of the proposed Project would involve vegetation removal and minor grading activities throughout the 1.8-acre Project site. These activities would have the potential to directly impact special status plants (e.g., removal or trampling) and animals (e.g., mortality or injury) with moderate to high potential to occur on the Project site. All federally listed and state-listed species with potential to occur within the Project site are covered under the MSHCP. Therefore, with the implementation of Mitigation Measure BR-3 and approval of the proposed Project the RCA through the JPR review process, "take" permits granted under the MSHCP. Additionally, Stephens' kangaroo rat is covered by a separate habitat conservation plan administered by the Riverside County Habitat Conservation Agency (RCHCA) (RCHCA 1990). The Project site is located within the Stephens' kangaroo rat fee area, but is not within any conservation area. Under Mitigation Measure BR-4, RivCoParks shall consult with the RCA and the RCHCA and negotiate payment of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) fee. With the implementation of Mitigation Measures BR-3 and BR-4, construction-related impacts to federally and state listed species would be less than significant with mitigation measures incorporated.

The majority of other special status species with moderate to high potential to occur on the Project site are also covered in the MSHCP. Given that the proposed Project is consistent with the MSHCP, potential impacts to these species would be less than significant. Special status species with moderate to high potential to occur on the Project site that are not covered in the MSCHP include the following:

- Paniculate tarplant
- Woven-spored lichen
- California (coastal) glossy snake
- Coast patch-nosed snake
- San Bernardino ringneck snake
- Long-eared owl

Paniculate tarplant and woven-spored lichen are CRPR 4.2 (Watch List) and CRPR 3 (Review List), respectively. Potential impacts to these species would not have a substantial impact on the overall health or future growth of the population within the region. The four special status animal species not covered under the MSHCP are CDFW Species of Special Concern (SSC). Additionally, the long-eared owl is protected by the California Department of Fish and Game Code. With the implementation of Mitigation Measure BR-5 and BR-6, which require pre-construction surveys, a Worker Environmental Awareness Program (WEAP) training, and biological monitoring during vegetation removal and initial ground disturbance potential construction-related impacts to these species would be less than significant with mitigation incorporated.

The Federal Migratory Bird Treaty Act (MBTA) and Section 3503 of the California Fish and Game Code prohibit the knowing disruption of an active nest of virtually any native bird species. Construction activities associated with the proposed Project could result in the disruption of one or more active nests of regulated bird species, particularly during vegetation removal. Construction activities associated with the proposed Project may also result in indirect impacts to nesting birds due to increased construction noise levels in the immediate Project vicinity. With the implementation of Mitigation Measure BR-7, which would require nesting bird surveys and monitoring, if necessary, potential impacts to nesting birds would be avoided and impacts would be less than significant with mitigation incorporated.

Following the completion of construction activities, operation of the proposed day use parking and staging area would not result in substantial new disturbance to special status species within the vicinity. The proposed day use parking and staging area is located adjacent to Piedras Road approximately 820 feet to the north of its intersection of Idaleona Road. These roads already experience vehicle traffic and associated vehicle-generated noise. Additionally, the proposed day use parking and staging area would be integrated with the existing trail system. As such, hikers, runners, mountain bikers, and equestrians would be using existing established trails and there would be less than significant impacts on surrounding biological resources, including special status species.

d) **Less Than Significant with Mitigation Incorporated.** The BSA is located in the Lake Mathews / Woodcrest Area Plan, which is discussed in Section 3.3.7 of the MSHCP. Cores and linkages within the Lake Mathews / Woodcrest Area Plan include a small portion of Proposed Core 1, a portion of Proposed Extension of Existing Core 2, and a portion of Proposed Linkage 3. Only Proposed Linkage 3 is located within the vicinity of the BSA (see Appendix A). This proposed linkage is generally comprised of upland habitats in the Gavilan Hills, Harford Springs, and proposed North Peak Conservation Bank under PQP and private ownership. This linkage is one of two connections between the Lake Mathews / Estelle Mountain Reserve and core areas in Alberhill.

Part of the BSA is located in Subunit 3 of the Lake Mathews / Woodcrest Area Plan: "Gavilan Hills West." The BSA intersects three criteria cells with defined MSHCP goals (see Appendix A). Cells 2738, which is the only criteria cell located within the Project site, is located in Cell Group L. Conservation within this cell group will contribute to assembly of Proposed Linkage 3. Conservation will focus on a mosaic of habitat types including chaparral, coastal sage scrub, grassland, woodland, and forest habitat. Areas conserved within this group will be connected to chaparral, coastal sage scrub, woodland and forest habitat proposed for conservation in Cell Group I to the north, to coastal sage scrub habitat proposed for conservation in Cell 2629 to the west, and to chaparral, grassland, woodland, and forest habitat proposed for conservation in Cell Group M to the east.

The implementation of the proposed Project would have a minimal effect on Proposed Linkage 3. Construction and operation of the proposed Project would result in disturbance, but neither block the proposed linkage nor substantially interfere with the movements of any native or migratory animal species. The implementation of Mitigation Measures BR-1 and BR-2 would require RivCoParks to comply with siting and construction requirements established in the MSHCP and compensate habitat within the Conservation Area at a 1:1 ratio in the event that the proposed Project is not considered a "conditionally compatible use" by the RCA as described in Section 7.4.2 of the MSHCP. With these mitigation measures, any impacts to wildlife corridors or linkages would be less than significant with mitigation incorporated.

e, f) **No Impact.** According to the Jurisdictional Delineation prepared for the Project site, there are no wetlands or riparian habitats within the Project site (Wood 2020; see Appendix B). Therefore, there would be no impact to wetlands associated with the implementation of the proposed Project.

g) **No Impact.** County Ordinance Number 559 requires a tree removal permit for living native trees on any parcel or property greater than 0.5 acre in size, located in an area above 5,000 feet in elevation and within the unincorporated area of the County (Riverside County 1985). While the proposed Project would require the removal of four trees, a permit pursuant to County Ordinance Number 559 would not be required as the Project site is located below 5,000 feet above mean sea level. Therefore, there would be no impact to protected biological resources that may conflict with local ordinances.

Mitigation: The following mitigation measures include recommendations from the MSHCP Consistency Analysis (Amec Foster Wheeler 2018b; see Appendix A). The potential adverse impacts to biological resources would be mitigated to a less than significant level through implementation of the measures described below.

Mitigation Measure BR-1: If the proposed Project is approved as a “conditionally compatible use” by the RCA, RivCoParks has designed the proposed Project to be consistent with the guidelines provided in the Section 7.4.2 of the MSHCP. These guidelines address ways to avoid and minimize impacts to natural resources within the conservation area as a result of the placement and design of such facilities. RivCoParks would also be required to comply with the construction guidelines provided in Section 7.5.3 of the MSHCP for facilities within the criteria area and PQP lands.

In the event that the proposed Project is not considered a “conditionally compatible use” by the RCA and is instead pursued as a “future facility within PQP lands,” impacts to habitats within the Reserve would be compensated by purchase and dedication into the MSHCP Conservation Area of land at not less than a ratio of 1:1.

Mitigation Measure BR-2: The proposed Project would be required to follow the MSHCP guidelines intended to address indirect effects associated with locating development in proximity to the Conservation Area, or within the Conservation Area:

1. **Drainage:** Proposed developments in proximity to the MSHCP Conservation Area shall incorporate measures, including measures required through the National Pollutant Discharge Elimination System (NPDES), to ensure that the quantity and quality of runoff discharged to the MSHCP Conservation Area is not altered in an adverse way when compared with existing conditions. In particular, measures shall be put in place to avoid discharge of untreated surface runoff from developed and paved areas into the MSHCP Conservation Area. Stormwater systems shall be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources or ecosystem processes within the MSHCP Conservation Area. This can be accomplished using a variety of methods including natural detention basins, grass swales or mechanical trapping devices. Regular maintenance shall occur to ensure effective operations of runoff control systems.
2. **Toxics:** Land uses proposed in proximity to the MSHCP Conservation Area that use chemicals or generate bioproducts such as manure that are potentially toxic or may adversely affect wildlife species, habitat, or water quality shall incorporate measures to ensure that application of such chemicals does not result in discharge to the MSHCP Conservation Area. Measures such as those employed to address drainage issues shall be implemented.
3. **Lighting:** Night lighting shall be directed away from the MSHCP Conservation Area to protect species within the Conservation Area from direct night lighting. Shielding shall be incorporated in project designs to ensure ambient lighting in the MSHCP Conservation Area is not increased.
4. **Noise:** Proposed noise generating land uses affecting the MSHCP Conservation Area shall incorporate setbacks, berms or walls to minimize the effects of noise on Conservation Area resources pursuant to applicable rules, regulations and guidelines related to land use noise

standards. For planning purposes, wildlife within the MSHCP Conservation Area should not be subject to noise that would exceed residential noise standards.

5. Invasives: When approving landscape plans for development that is proposed adjacent to the MSHCP Conservation Area, permittees shall avoid the use of invasive species for the portions of development that are adjacent to the Conservation Area.
6. Barriers: Proposed land uses adjacent to the MSHCP Conservation Area shall incorporate barriers, where appropriate in individual project designs to minimize unauthorized public access, domestic animal predation, illegal trespass or dumping. Such barriers may include native landscaping, rocks/boulders, fencing, walls, signage and/or other appropriate mechanisms.
7. Grading/Land Development: Manufactured slopes associated with proposed site development shall not extend into the MSHCP Conservation Area.

Mitigation Measure BR-3: As discussed in Section 7, *Wildlife & Vegetation* the Project site located within the Criteria Area of the MSHCP. Therefore, the proposed day use parking and staging area would be subject to the JPR process by the RCA. The proposed Project would use the "take" permits for federally listed and state-listed species granted under the MSHCP.

Mitigation Measure BR-4: Stephens' kangaroo rat is covered by a separate habitat conservation plan administered by the RCHCA (RCHCA 1990). Prior to the initiation of construction activities RivCoParks shall consult with the RCA and the RCHCA and negotiate payment of the SKRHCP fee. If it is determined by either the RCA or the RCHCA that the SKRHCP does not apply, then RivCoParks shall retain a qualified biologist to conduct focused nocturnal live-trapping surveys, necessary to conclusively determine whether the on-site kangaroo rat is Stephens' kangaroo rat.

Mitigation Measure BR-5: The Project site is located within the MSHCP designated burrowing owl survey area and potential habitat, albeit low quality, is present within the vicinity. Therefore, pre-construction burrowing owl surveys shall be conducted by a qualified biologist in compliance with the MSHCP guidelines. Any special status animal species found in the Project site during the pre-construction survey shall be left to leave on its own or shall be relocated prior to construction by the qualified biologist to an off-site area that provides suitable habitat conditions, as determined by the qualified biologist in coordination with RivCoParks and the RCA.

Mitigation Measure BR-6: Prior to the initiation of construction-related activities, a Worker Environmental Awareness Program (WEAP) training shall be provided by a qualified biologist to ensure that work crews know how to identify and avoid special status plant and animal species that could occur within the Project site during construction. Additionally, a qualified biologist shall be present during all vegetation clearing and initial soil disturbance to monitor these construction activities and identify any special status plant and wildlife species that may occur within the Project site. Any special status animal species found in the Project site during the construction shall be left to leave on its own or shall be relocated prior to construction by the qualified biologist to an off-site area that provides suitable habitat conditions, as determined by the qualified biologist in coordination with RivCoParks and the RCA.

Mitigation Measure BR-7: To the maximum extent feasible, construction activities shall be conducted outside of the local nesting season for birds, which can be expected in the region from approximately February 15 through August 31. If construction activities are scheduled to occur during the nesting season, a qualified biologist shall conduct a nesting bird survey no more than 3 days prior to the start

of construction. Consistent with CDFW recommendations, if any nesting birds or raptors are observed, the biologist shall clearly mark the location of the nest (e.g., with staking and flags), which shall be avoided until the nestlings have fledged (i.e., left the nest), as determined by the biologist. Further, the biologist, in coordination with RivCoParks and the RCA, shall identify any additional measures necessary to avoid potential adverse impacts on nesting birds. Appropriate measures may include attenuating construction noise (through sound-dampening boards or other equipment) to a level of 60 A-weighted decibels (dBA) (1-hour L_{eq}) or otherwise limiting disturbances within a buffered distance of the nest – to be determined by the biologist in coordination with the RCA – until nesting is complete. If the level of 60 dBA cannot be achieved, the biologist shall be present during construction activities to ensure that nesting birds are not disturbed. The biologist shall halt any construction activity determined to be potentially disturbing for any nesting bird. Construction may continue when the biologist determines the activity can be carried out without disruption of nesting, or when the nestlings have fledged.

Monitoring: Compliance with these mitigation measures would be subject to periodic site inspections by the Riverside County Planning Department.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
CULTURAL RESOURCES Would the project:				
8. Historic Resources				
a) Alter or destroy a historic site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of a historical resource, pursuant to California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Between September 2017 and March 2018, Amec Foster Wheeler conducted an intensive Phase I ground surface survey and subsequent Extended Phase I Cultural Resources excavation. The intensive ground surface survey was conducted throughout the entire Area of Project Effect (APE), including 1.8 acres of undeveloped and semi-developed land at the southeastern corner of the Reserve. Amec Foster Wheeler conducted an archaeological and historical resources records search as an element of the investigations (Amec Foster Wheeler 2018a), consultation with the Native American Heritage Commission (NAHC) and appropriate tribal representatives (see Section 39, *Tribal Cultural Resources*).

Records Search

The background archaeological record search was conducted on September 8, 2017 at the Eastern Information Center (EIC) of the University of California, Riverside. The records search identified 18 previously completed cultural resource inventory surveys within and extending 1 mile from the APE, but none were conducted within the APE. A total of 33 prehistoric resources and two historic-era resources have been recorded within 1 mile of the APE, but none of these are recorded within the APE. A majority of the recorded prehistoric resources consisted of bedrock milling features associated with seed and vegetable processing, while the recorded historic-era resources included a refuse scatter, mining features, a bridge, and a dam. Given the results of the previous cultural resource inventory surveys conducted in the vicinity of the APE, the prehistoric sensitivity of the APE was determined to be high, while the historic-era archaeological sensitivity of the APE was determined to be low to moderate (Amec Foster Wheeler 2018a).

Native American Consultation

On September 27, 2017, Amec Foster Wheeler submitted a Sacred Lands File request to the NAHC to determine the presence of any tribal cultural sites recognized within or in the vicinity of the Project APE. On September 29, 2017, the NAHC responded that the Sacred Lands File records search did identify tribal cultural sites within the APE that may be impacted by the proposed Project. The NAHC provided a list of 37 tribal representatives to contact regarding the proposed Project. Amec Foster Wheeler sent letters to the 37 tribal representatives on October 27, 2017, to request specific information regarding cultural resources within or near the APE (see Section 39, *Tribal Cultural*). Of the 37 tribal representatives contacted, 12 tribal representatives responded to the letter, including the Pechanga Band, Soboba Band, Viejas Band, Augustine Band, La Jolla Band, Manzanita Band, Morongo Band, Ramona Band, Agua Caliente Band, Rincon Band, Santa Rosa Band, and Pauma Band. The majority of responses deferred to a later time or to the local tribes. Joseph Ontiveros of the Soboba Band asked that Riverside County initiate and continue correspondence with the Tribe, that he receive project information, that the Tribe have the opportunity to monitor any ground disturbing activities during implementation of the proposed Project, that the proper procedures and requests of the Tribe be honored and included a regulatory framework for the treatment of cultural items and human remains. Planning Specialist Tuba Ebru Ozdil of the Pechanga Band stated that the APE is in a highly sensitive area for cultural resources and human remains and asked that a qualified archaeologist and Pechanga Band tribal monitor be present during future earthmoving activities, including tree removal. She also asked to be notified of the entitlement process and to receive all pertinent archaeological reports, resource files, and grading plans. Ms. Ozdil also requested formal government-to-government consultation with Riverside County, the Lead Agency. The remaining Tribal representatives were called on November 15, 2017, but have not replied as of this time. See Section 39, *Tribal Cultural Resources* for further discussion of the Native American consultation efforts conducted for the proposed Project.

Intensive Field Survey

An intensive ground surface survey of the APE was conducted on November 22, 2017. The pedestrian survey included walking east-west transects of the entire APE, spaced no more than 50 feet apart. The ground surface was visually inspected for any signs of human use dating to more than 50 years old. Areas with disturbed or exposed soils were particularly scrutinized for indications of cultural materials. Modern trash, including rusted metal objects and cans used for target practice, were observed on the ground surface within the APE; however, these items were determined to not have any historic value. Two historic-era resources were encountered during the field survey: an isolated hole-in-top can; and a campsite, consisting of a metal can scatter and two fire pits. The two resources were documented on California Department of Parks and Recreation Series 523 site forms.

Extended Phase I Excavation

A focused Extended Phase I subsurface excavation was conducted on February 23, 2018 with a tribal representative of the Pechanga Band. Two 20-inch diameter shovel test probes (STPs) were excavated within the area where historic period campsite surface artifacts had been recorded to determine whether or not the resource contained a subsurface cultural resource component and evaluate the function and age of the rock assemblages. Soils from the STPs were systematically screened and recovered charcoal, ash, melted glass, a wire nail, and a staple, which are all indicative of a localized camp fire and associated camping activities. No other cultural materials were encountered during the subsurface testing effort. No artifacts were able to provide a specific date as to when the campsite was occupied.

As defined by CEQA Public Resources Code Section 5020.1(j), a historical resource consists of, but is not limited to, “any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.” In addition, CEQA Guidelines define historical resources as: 1) resources listed in or eligible for listing in the CRHR; 2) listed in a local register of cultural resources; or 3) determined to be significant by a Lead Agency (California Code of Regulations 15064.5[a][1]-[3]). A resource may be eligible for listing in the CRHR if it meets any one of the ensuing criteria (Public Resources Code 5024.1[c]):

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
2. Is associated with the lives of persons important in our past.
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
4. Has yielded, or may be likely to yield, information important in prehistory or history.

In addition to CEQA Guidelines Criteria, Riverside County has established the following criteria for listing a resource as a Riverside County Historical Landmark (Riverside County Historical Commission 2008):

1. Is associated with events that have made a significant contribution to the broad patterns of Riverside County's history and cultural heritage.
2. Is associated with the lives of persons important to the history of Riverside County or its communities.
3. Embodies the distinctive characteristics of a type, period, Riverside County region, or method of construction, or represents the work of an important creative individual or possesses high artistic values.
4. Has yielded or may be likely to yield, information important in Riverside County, state of California, or national prehistory or history.

The hole-in-top can is an isolated artifact and does not have the potential to yield unique information about significant events, persons, time periods, the County, or the State. Therefore, this feature is not eligible for the CRHR. The campsite is older than 50 years; however, it is not associated with a significant historic event or broad patterns in history (Criterion 1 of the CRHR), is not associated with persons of historical significance (Criterion 2 of the CRHR), does not have distinctive characteristics (Criterion 3 of the CRHR), and is not likely to yield important data about prehistory or history (Criterion 4 of the CRHR). Therefore, the campsite is not eligible for the CRHR and does not qualify as a “historical resource” under CEQA. Additionally, the campsite is not eligible as a Riverside County Historical Landmark. Therefore, the Phase I intensive surface survey and subsequent focused Extended Phase I Cultural Resources Inventory did not identify and potentially significant prehistoric or historic-era resources within the APE.

Source(s): Phase I and Extended Phase I Cultural Resources Investigation

Findings of Fact:

a, b) **Less Than Significant with Mitigation Incorporated.** No potentially significant prehistoric or historic sites or resources eligible for listing in the CRHR or as a Riverside County Historical Landmark were identified within the Phase I ground surface survey and subsequent Extended Phase I Cultural Resources Inventory prepared for the proposed Project (Amec Foster Wheeler 2018a). Additionally,

construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. Therefore, the potential to encounter previously unknown buried archaeological resources would be low. Nevertheless, due to the undeveloped nature of the Project site, Mitigation Measures CUL-1 through CUL-6 would ensure that construction workers would be prepared in the event that a previously unknown buried archaeological resource is encountered during grading activities. Mitigation Measures CUL-1 through CUL-6 describe the standard protocols for evaluation and recovery of archaeological resources at the Project site, including a detailed Cultural Resource Monitoring Program and tribal monitors. With implementation of Mitigation Measures CUL-1 through CUL-6, impacts would be less than significant with mitigation incorporated.

Mitigation: The potential adverse impacts to cultural resources would be mitigated to a less than significant level through implementation of the measures described below.

Mitigation Measure CUL-1: Prior to issuance of grading permits, RivCoParks shall retain a Riverside County-certified Registered Professional Archaeologist to develop and implement a Cultural Resource Monitoring Program (CRMP). The CRMP shall address the details of all activities; provide procedures that must be followed in order to reduce the impacts to cultural and historic resources to a level that is less than significant; and address potential impacts to undiscovered buried archaeological resources associated with the proposed Project. The CRMP shall be provided to the RivCoParks for review and approval prior to issuance of the grading permit.

The CRMP shall contain at a minimum the following:

- a. Qualified Archaeological Monitor – An adequate number of Qualified Archaeological Monitors shall be on-site to ensure all earth moving activities are observed for areas being monitored. This includes all grubbing, grading, and trenching on-site. Inspections shall vary based on the rate of excavation, the materials excavated, and the presence and abundance of artifacts and features. The frequency and location of inspections shall be determined and directed by the Registered Professional Archaeologist. The Registered Professional Archaeologist may submit a detailed letter to RivCoParks during grading requesting a modification to the monitoring program if circumstances are encountered that reduce the need for monitoring.
- b. Cultural Sensitivity Training – The Registered Professional Archaeologist, and a representative of the consulting tribe(s), shall attend the pre-grading meeting with the contractors to provide Cultural Sensitivity Training for all construction personnel. Training shall include a brief review of the cultural sensitivity of the Project site and the surrounding area; the areas to be avoided during grading activities; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event unanticipated cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. This shall be a mandatory training and all construction personnel must attend prior to beginning work on the Project site. A sign-in sheet for attendees of this training shall be included in the Cultural Resources Monitoring Report.

Mitigation Measure CUL-2: Unanticipated Resources – If unanticipated cultural resources are discovered during ground disturbing activities, the following provisions shall apply:

- a. All ground disturbing activities within 100 feet of the discovered cultural resources shall be halted until a meeting is convened between the Registered Professional Archaeologist, the Native American monitor, and RivCoParks to discuss the significance of the find. At the meeting, the significance of the discoveries shall be discussed and after consultation with the Registered Professional Archaeologist and the Native American monitor, a decision shall be made, with the concurrence of RivCoParks, as to the appropriate mitigation (e.g., documentation, recovery, avoidance, etc.) for the cultural resources.
- b. Ground disturbance shall not resume within the area of the discovery until RivCoParks, in consultation with the Registered Professional Archaeologist and the Native American monitor, has reached a decision as to the appropriate mitigation. Work shall be allowed to continue outside of the buffer area and will be monitored by tribal monitor(s), if needed.
- c. If the find is determined to be significant and avoidance is infeasible, a Phase III Data Recovery Plan shall be prepared by the Registered Professional Archeologist, in consultation with the Native American monitor, and shall be submitted to RivCoParks for review and approval prior to implementation of the plan.
- d. Pursuant to California Public Resources Code Section 21083.2(b), avoidance is the preferred method of preservation for archaeological resources and cultural resources. If the Registered Professional Archaeologist and the Native American monitor cannot agree on the significance or the mitigation for the archaeological or cultural resources, these issues shall be presented to RivCoParks. RivCoParks shall make the determination based on the provisions of CEQA with respect to archaeological resources, recommendations of the Registered Professional Archeologist and shall take into account the cultural and religious principles and practices of the tribe(s).

Mitigation Measure CUL-3: Prior to the issuance of grading permits, RivCoParks shall enter into an agreement with the consulting tribe(s) or (a) Native American monitor(s). The Native American monitor(s) shall be on-site during all initial ground disturbing activities and excavation of each portion of the project site including clearing, grubbing, tree removals, grading, and trenching. In conjunction with the Qualified Archaeological Monitor, the Native American monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground disturbance activities to allow identification, evaluation, and potential recovery of cultural resources. RivCoParks shall submit a fully executed copy of the agreement to the Registered Professional Archaeologist as verification of compliance with this requirement.

Mitigation Measure CUL-4: Cultural resources shall be preserved in place, where feasible. Preservation in place is defined as avoiding the resources, leaving them in place where they were found with no development affecting the integrity of the resource. When preservation in place is not feasible, upon completion of ground disturbing activities, resources recovered during construction activities and made available by the affected landowner(s), the following procedures shall be carried out for final disposition of the discoveries:

- a. Historic Resources – All historic archaeological materials recovered during the archaeological investigations shall be curated at a Riverside County curation facility that meets State Resources Department office of Historic Preservation Guidelines for the Curation of Archeological Resources ensuring access and use pursuant to the Guidelines.

- b. Prehistoric Resources (reburial of the resources on the Project site) – Any reburial of resources on the Project site shall be performed in a manner and location that shall ensure they are protected from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloguing, analysis, and studies have been completed on the cultural resources, with an exception of sacred items, grave goods, and Native American human remains. Human remains and grave goods shall not be subjected to testing, cataloguing, studies, or laboratory analysis unless approved in writing by the Most Likely Descendant. Listing of contents and location of the reburial shall be included in the confidential Cultural Resources Monitoring Report. The Cultural Resources Monitoring Report shall be filed with the District under a confidential cover and not subject to a Public Records Request.
- c. Prehistoric Resources (if reburial is not agreed upon by the consulting tribes) – The resources shall be curated at a culturally appropriate manner at a Riverside County curation facility that meets State Resources Department office of Historic Preservation Guidelines for the Curation of Archeological Resources ensuring access and use pursuant to the Guidelines. The collection and associated records shall be transferred, including title, and are to be accompanied by payment of the fees necessary for permanent curation. Evidence of curation in the form of a letter from the curation facility stating that subject archaeological materials have been received and that all fees have been paid, shall be maintained on file at RivCoParks.

Mitigation Measure CUL-5: Upon completion of ground disturbing activities, a Phase IV Cultural Resources Monitoring Report shall be prepared, consistent with the County of Riverside Planning Department Cultural Resources (Archaeological) Investigations Standard Scope of Work. The report shall include results of any feature relocation or residue analysis required as well as evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting and evidence that any artifacts have been treated in accordance to procedures stipulated in the Cultural Resources Monitoring Program. Once the report is determined to be adequate, two (2) copies shall be submitted to the Eastern Information Center (EIC) at the University of California Riverside (UCR) and one (1) copy shall be submitted to the consulting tribe(s).

Mitigation Measure CUL-6: If human remains are encountered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin. Further, pursuant to Public Resource Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the NAHC shall be contacted within the period specified by law (i.e., 24 hours). Subsequently, the NAHC shall identify the "most likely descendant." The most likely descendant shall then make recommendations and engage in consultation concerning the treatment of the remains as provided in Public Resources Code Section 5097.98.

Monitoring: Compliance with these mitigation measures would be subject to periodic site inspections by the Riverside County Planning Department.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
9. Archaeological Resources				
a) Alter or destroy an archaeological site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource, pursuant to California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source(s): Extended Phase I Cultural Resources Inventory

Findings of Fact:

a, b) **Less Than Significant with Mitigation Incorporated.** As described in Section 8, *Cultural Resources*, the Phase I Extended Cultural Resources Inventory determined that no prehistoric or historic archaeological resources or sites have been previously recorded within the APE and none were encountered during the pedestrian field survey conducted within the APE (Amec Foster Wheeler 2018a). Additionally, construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. Therefore, the potential to encounter previously unknown buried archaeological resources would be low. Nevertheless, due to the undeveloped nature of the Project site, Mitigation Measures CUL-1 through CUL-6 would ensure that construction workers would be prepared in the event that a previously unknown buried archaeological resource is encountered during grading activities. Mitigation Measures CUL-1 through CUL-6 describe the standard protocols for evaluation and recovery of archaeological resources at the Project site. With implementation of Mitigation Measures CUL-1 through CUL-6, impacts would be less than significant with mitigation incorporated.

c) **Less Than Significant with Mitigation Incorporated.** The NAHC was contacted on September 27, 2017 to determine if there were any known Native American resources within or immediately adjacent to the APE. On September 29, 2017, the NAHC responded that the Sacred Lands File records search did identify sites within the APE that may be impacted by the proposed Project. The NAHC provided a list of 37 tribal representatives – including the Pechanga Band of Luiseno Indians – to contact regarding the proposed Project. Planning Specialist Tuba Ebru Ozdil of the Pechanga Band stated that the APE is in a highly sensitive area for cultural resources and human remains and asked that a qualified archaeologist and Pechanga Band tribal monitor be present during future earthmoving activities, including tree removal. Implementation of TC-1, which would require monitoring by a qualified archaeologist and Pechanga Band tribal monitor during all ground disturbing activities as requested, would reduce the potential for construction to disturb human remains. In the event that Native American resources or human remains are discovered during construction activities, implementation of Mitigation Measure CUL-3 and TC-1 would reduce potential impacts to less than significant levels with mitigation incorporated.

Mitigation: Refer to Mitigation Measures CUL-1 through CUL-6 and see Mitigation Measure TC-1.

Monitoring: Compliance with these mitigation measures would be subject to periodic site inspections by the Riverside County Planning Department.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
ENERGY Would the project:				
10. Energy Impacts				
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan; Riverside County Climate Action Plan

Findings of Fact:

a) **Less Than Significant.** Consumption of energy resources associated with the proposed Project would be generally limited to the minor amount haul truck trips, concrete truck trips, and construction worker commutes. Additional consumption of energy resources would occur as a result of the operation of heavy construction equipment and the watering of on exposed soils during grading consistent with SCAQMD Rule 403 (refer to BMP AQ-1). The proposed Project does include permanent restrooms or lighting and therefore, there would be no additional operational energy use. Any consumption of energy resources associated with visitors and maintenance activities would be negligible as the proposed day use parking and staging area is not anticipated to substantially increase visitation or maintenance requirements (refer to Section 6, *Air Quality*). Therefore, potential impacts related to energy use would be less than significant.

b) **No impact.** Based on the limited scope of the proposed Project, neither construction nor operation of the proposed day use parking and staging area would conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
GEOLOGY AND SOILS Would the project directly or indirectly:				
11. Alquist-Priolo Earthquake Fault Zone or County Fault Hazard Zones				
a) Be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source(s): Riverside County General Plan Figure S-2, *Earthquake Fault Study Zones*; Fault Activity Map of California (2010)

Findings of Fact:

a) **Less Than Significant.** The Project site is not located within an Alquist-Priolo Earthquake Fault Zone. The nearest active faults to the Project site are the Glen Ivy North Fault, located approximately 8 miles from the Project site, and the Casa Loma Fault, located approximately 16 miles from the Project site (California Department of Conservation 2010). Therefore, the likelihood of surface fault rupture and related hazards at the Project site is considered to be low and impacts would be less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
12. Liquefaction Potential Zone				
a) Be subject to seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure S-3, *Generalized Liquefaction*

Findings of Fact:

a) **No Impact.** Liquefaction occurs when saturated, cohesionless soils temporarily lose shear strength (i.e., liquefy) due to increased pore water pressures induced by strong, cyclic ground motion during an earthquake. According to the California Department of Conservation’s Earthquake Zones of Required Investigation, the Project site is not within an area susceptible to liquefaction (California Department of Conservation 2020b). Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
13. Ground-shaking Zone				
a) Be subject to strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source(s): California Geological Survey (CGS) Earthquake Shaking Potential for California Map

Findings of Fact:

a) **Less Than Significant.** According to CGS maps, the Reserve is located in an area with low to moderate risk of ground shaking (CGS 2014). As previously described, the nearest fault is

approximately 8 miles from the Project site. No habitable structures are proposed and as such the proposed Project would have limited potential for structural damage or loss of life related to seismic activity. Conformance with standard engineering practices and design criteria (e.g., California Building Code, etc.) would reduce potential impacts related to earthquake faults or seismic ground shaking to less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
14. Landslide Risk				
a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure S-4, *Earthquake-Induced Slope Instability Map*; California Geological Survey Deep-Seated Landslide Susceptibility Map; California Department of Conservation Landslide Information Warehouse

Findings of Fact:

a) **No impact.** According to the CGS Deep-Seated Landslide Susceptibility Map the closest historical landslide was documented approximately 9 miles southeast of the Reserve in the Santa Ana Mountain Range (California Department of Conservation 2020a). The northern and western areas of the Reserve have higher hills and a moderate landslide susceptibility; however, the Project site and the entire southeast corner of the Reserve are relatively flat and do not have any landslide susceptibility (CGS 2018). Additionally, construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. As such implementation of the proposed Project would not introduce engineered slopes or otherwise increase the potential for landslide risk and there would be no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
15. Ground Subsidence				
a) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure S-7, *Documented Subsidence Areas Map*

Findings of Fact:

a) **No Impact.** The Project site is characterized by the Vista soil series, which includes moderately deep, well drained soils that formed in material weathered from decomposed granitic rocks (Amec Foster Wheeler 2018b; U.S. Department of Agriculture Natural Resources Conservation Service 2017). According to the County General Plan Documented Subsidence Areas Map, the Project site is not located within a subsidence area (Riverside County 2019a). Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
16. Other Geologic Hazards				
a) Be subject to geologic hazards, such as seiche, mudflow, or volcanic hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Safety Element

Findings of Fact:

a) **No Impact.** The Project site is located approximately 4 miles from Lake Mathews, the closest water body, and is not susceptible to seiches. The Project site is relatively flat and the entire surrounding southeast corner of the Reserve, including the Project site, has a low risk of landslides (refer to Section 14, *Landslide Risk*). The closest volcano is Salton Buttes, which is over 100 miles from the Project site. The most recent eruptions, which took place about 1,800 years ago, started explosively, then progressed to relatively gentle effusion of dense, glassy-looking (obsidian) lava domes. The Salton Sea Geothermal Field, which currently produces enough power to supply about 325,000 homes (U.S. Geological Survey [USGS] 2020). Therefore, the Project site is not susceptible to seiche, mudflow, or volcanic hazards and there would be no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
17. Slopes				
a) Change topography or ground surface relief features?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create cut or fill slopes greater than 2:1 or higher than 10 feet?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in grading that affects or negates subsurface sewage disposal systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Safety Element

Findings of Fact:

a) **Less Than Significant.** The Project site is generally located at an elevation of 2,000 to 2,050 feet above mean sea level. The proposed changes in topography associated with the proposed day use parking and staging area would be minor and impacts would be less than significant.

b, c) **No Impact.** Construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. The proposed Project would not create cut or fill slopes greater than 2:1 or higher than 10 feet. Additionally, the proposed Project would not include the construction of permanent restrooms or otherwise require or affect sewage disposal systems. Therefore, there would be no impacts associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
18. Soils				
a) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Be located on expansive soil, as defined in Section 1802.3.2 of the California Building Code (2007), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have soils incapable of adequately supporting use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): U.S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey, MSHCP Consistency Analysis

Findings of Fact:

a) **Less Than Significant.** Implementation of the proposed Project would result in soil disturbance from minor grading activities during the construction phase. However, all construction activities would be required to comply with standard engineering practices for erosion control (refer to discussion of SCAQMD requirements in Section 6, *Air Quality*; see also Section 23, *Water Quality Impacts*). Any minor potential for soil erosion impacts would be effectively avoided through implementation of these procedures. Following construction, the proposed Project would not increase the potential for soils to be subject to erosion. Overall, it is anticipated that impacts to substantial erosion or the loss of topsoil as a result of the proposed Project would be less than significant.

b, c) **No Impact.** Expansive soils have a significant amount of clay particles which can give up water (i.e., shrink) or take on water (i.e., swell). The change in volume exerts stress on buildings and other

loads placed on these soils. The occurrence of these soils is often associated with geologic units having marginal stability (Riverside County 2019a). The Project site is characterized by the Vista soil series, which includes moderately deep, well drained soils that formed in material weathered from decomposed granitic rocks (Amec Foster Wheeler 2018b; U.S. Department of Agriculture Natural Resources Conservation Service 2017). The Project site is not located on expansive soil and no habitable structures are proposed. Additionally, the proposed Project would not include the construction of permanent restrooms that would require septic tanks or alternative waste water systems. Therefore, there would be no impacts associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
19. Wind Erosion and Blows and from project either on or off site.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Be impacted by or result in an increase in wind erosion and blows and, either on or off site?				

Source(s): Riverside County General Plan Figure S-8, *Wind Erosion Susceptibility Map*; County Ordinance Number 460, Article XV; County Ordinance Number 484

Findings of Fact:

a) **Less Than Significant.** According to the Riverside County General Plan Wind Erosion Susceptibility Map, the Project site is located within an area considered to have a moderate wind erodibility rating. However, construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. construction activities. Additionally, all exposed soils would be watered during grading consistent with SCAQMD Rule 403 (refer to BMP AQ-1). Following the completion of construction activities, the proposed day use parking and staging area would be covered with native soil and stabilizers as well as decomposed granite in the picnic table area. Therefore, the potential for wind erosion as a result of the proposed Project would be less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
GREENHOUSE GAS EMISSIONS Would the project:				
20. Greenhouse Gas Emissions				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Greenhouse gases (GHGs) trap heat in the atmosphere and occur from natural processes as well as human activities. Human activities that produce GHGs are the burning of fossil fuels (e.g., coal, oil, and natural gas for heating and electricity, gasoline and diesel for transportation); methane (CH₄) from landfill wastes and raising livestock, deforestation activities; and some agricultural practices. Scientific evidence indicates a correlation between the worldwide proliferation of GHG emissions by mankind over the past century and increasing global temperatures (Intergovernmental Panel on Climate Change [IPCC] 2014). The principal GHGs that enter the atmosphere because of human activities are:

- **Carbon dioxide (CO₂)** enters the atmosphere through the burning of fossil fuels (e.g., oil, natural gas, and coal), agriculture, irrigation, and deforestation, as well as the manufacturing of cement.
- **Methane (CH₄)** is emitted through the production and transportation of coal, natural gas, and oil, as well as from livestock. Other agricultural activities (e.g., ranching, dairy production, and fertilizer) influence CH₄ emissions as well as the decay of waste in landfills.
- **Nitrous oxide (N₂O)** is released most often during the burning of fuel at high temperatures. This GHG is caused mostly by motor vehicles, which also include non-road vehicles, such as those used for agriculture.
- **Fluorinated Gases** are emitted primarily from industrial sources, which often include hydrofluorocarbons (HFC), perfluorocarbons (PFC), and sulfur hexafluoride (SF₆). Though they are often released in smaller quantities, they are referred to as High Global Warming Potential Gases because of their ability to cause global warming.

These gases have different potentials for trapping heat in the atmosphere, called global warming potential (GWP). For example, 1 pound of CH₄ has 21 times more heat capturing potential than 1 pound of CO₂. When dealing with an array of emissions, the gases are converted to carbon dioxide equivalents (CO₂e) for comparison purposes. The analysis for this Initial Study uses the screening threshold recommended by the SCAQMD of 3,000 metric tons of CO₂e (MT CO₂e) per year (SCAQMD 2008). Further, the County's applicable Climate Action Plan (CAP) updated in November 2019, would apply to the proposed Project. The CAP also utilizes a threshold of 3,000 MT CO₂e for any project within the County of Riverside.

The greatest GHG emissions source associated with development and land use projects in California is vehicle emissions. The second greatest source is energy consumption, including natural gas and electricity use. As described under Section 6, *Air Quality*, the proposed Project would require haul truck trips, concrete truck trips, construction worker commutes, and heavy construction equipment use. These sources of GHG emissions were included in CalEEMod to accurately estimate the worst-case emissions for the proposed Project (see Table 7). The GHG emissions are expressed in units of MT CO₂e per year. Construction-related GHG emissions for the proposed Project in 2020 from on-site (i.e., construction equipment) and off-site (i.e., haul trucks, vendor trucks, construction worker vehicles) emission sources would not exceed the SCAQMD or the CAP threshold of 3,000 MT CO₂e (see Table 7).

Table 7. Estimated Annual Construction GHG Emissions

		MT CO ₂ e per year
Construction Emissions	2020	32.70
	Amortized over 30 Years	1.09
Operational Emission	Area	<0.00
	Energy	0.00
	Mobile	92.65
	Overall	92.65
Total		93.74
SCAQMD Threshold of Significance		3,000
Significant?		No
Source: CalEEMod Version 2016.3.2; see Appendix D.		

The proposed Project would result in a negligible increase in long-term GHG emissions due to visitor trips to and from the proposed day use parking and staging area as well as periodic vehicle trips for site maintenance. As described in Section 6, *Air Quality*, visitor trips to the Project site were modeled in CalEEMod based on the ITE trip generation rates for the 325-acre Reserve (see Appendix D). However, the proposed day use parking and staging area would provide parking for visitors that are already accessing the Reserve. Therefore, the net increase in operational emissions over the course of a year would be negligible. Nevertheless, this conservative analysis assesses the operational emissions as if all of these visitors would be newly generated by the proposed Project. Even with this conservative assumption, total operational emissions would be well below the SCAQMD and CAP thresholds and would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.

Source(s): Riverside County General Plan; Riverside County Climate Action Plan

Findings of Fact:

a) **Less Than Significant.** According to the CalEEMod analysis conducted for the proposed Project, construction and operation of the proposed day use parking and staging area would result in a total of 93.74 MT CO₂e of GHG emissions. Therefore, the total GHG emissions would be well below the applicable CAP screening threshold of 3,000 MTCO₂e and impacts related to GHG emissions would be less than significant.

b) **No Impact.** The proposed Project does not include any new uses or facilities that would generate a substantial increase in operational GHG emissions. GHG emissions from construction and operation would be negligible and would not conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the GHG emissions.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
HAZARDS AND HAZARDOUS MATERIALS Would the project:				
21. Hazards and Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Government Code Section 65962.5 requires the California Environmental Protection Agency (Cal EPA) to develop and annually update the Hazardous Waste and Substances List – Site Cleanup (Cortese) List. Information on the location of hazardous material sites contained in the Cortese List is provided by the California Department of Toxic Substances Control (DTSC). A review of the Cortese List indicates that there are no identified hazardous materials release sites located within the Project site or immediate vicinity. In addition, a review of the DTSC EnviroStor Database did not identify any cleanup sites or hazardous waste facilities within the immediate Project vicinity (DTSC 2020). The former Idaleona Mine is located approximately 0.7 miles southeast of the Project site, but contamination related to this site is not known and not likely to have migrated to the Project site.

The closest school is Columbia Elementary School, which is located approximately 4 miles northeast of the Project site. The closest public airport, Perris Valley Airport, is located in the City of Perris approximately 8 miles southeast of the Project site. The Project site is not located within the vicinity of a private airstrip. Public access to the Reserve is limited to Gavilan Road or Idaleona Road. The California Department of Forestry and Fire Protection (CAL FIRE) designates the Project site and the surrounding area as a Local Responsibility Area Very High Fire Hazard Severity Zone (Riverside County 2019b).

Source(s): Riverside County General Plan Safety Element; DTSC EnviroStor Database

Findings of Fact:

a, b) **Less Than Significant.** During construction activities, typical construction-related hazardous materials would be used at the Project site, including petroleum, oils, and lubricants as well as hydraulic fluids for heavy construction equipment. The construction phase may include the transport and on-site storage of petroleum products for the purpose of fueling construction equipment. However, the use and transport of these materials during construction activities would be short-term in nature and would occur in accordance with standard construction BMPs included in the Storm Water Pollution Prevention Plan (SWPPP) required in accordance with the NPDES Construction General Permit to control the discharge of material from the Project site (see Section 23, *Hydrology and Water Quality*). All transport, handling, use, and disposal of substances such as petroleum products related to construction of the proposed day use parking and staging area would comply with applicable Federal, State, and local health and safety regulations. All vehicle fueling and maintenance would occur off-site. Additionally, RivCoParks would be required to develop and implement a SWPPP per the requirements of the NPDES Construction General Permit to ensure that reasonably foreseeable risks of upset involving the release of hazardous materials into the environment are avoided and minimized. Following the completion of construction activities these materials would be removed from the Project site and no hazardous materials would be required for operation of the proposed day use parking and staging area. Therefore, impacts associated with the proposed Project would be less than significant.

c) **No Impact.** The Project site is not located within 0.25 miles of a school. Therefore, there would be no impact associated with the implementation of the proposed Project.

d) **No Impact.** According to the Cortese List and the DTSC EnviroStor Database, the Project site is not located within the vicinity of a contaminated site. Therefore, there would be no impact associated with the implementation of the proposed Project.

e) **No Impact.** The Project site is not located within an airport land use plan. Therefore, there would be no impact associated with the implementation of the proposed Project.

f) **No Impact.** Neither construction nor operation of the proposed day use parking and staging area would result in a significant increase in traffic congestion that might impede mobility during an emergency (see Section 37, *Transportation* and Section 44, *Wildfire*). Further, the proposed Project would not result in physical obstruction of any street or highway that is critical to evacuation in the event of an emergency. Therefore, there would be no impact associated with the implementation of the proposed Project.

g) **Less Than Significant.** While the Project site is located within a very high fire hazard severity zone (see Section 44, *Wildfire*), construction and operation of the proposed day use parking and staging area would not result in exposure of people or structures to risk of loss, injury or death involving wildland fires. The proposed Project would provide additional vehicle parking and limited recreational amenities (e.g., picnic tables); however, the proposed Project would not include any habitable structures. Further, the proposed day use parking and staging area would have a boundary sign prohibiting hunting, fires, shooting, and other potential ignition sources. Similar signage is also at the existing main entrance and every 300 feet along Gavilan and Idaleona Road. Additionally, RivCoParks would continue to conduct regular weed abatement to reduce ladder fuels 100 feet from residences. Therefore, impacts associated with the proposed Project would be less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
22. Airports				
a) Result in an inconsistency with an Airport Master Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require review by the Airport Land Use Commission?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two (2) miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) For a project within the vicinity of a private airstrip, or heliport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure S-20, *Airport Locations*; County of Riverside Transportation and Land Management Agency GIS Data Downloads

Findings of Fact:

a-d) **No Impact.** The Project site is located approximately 8 miles from the closest airport and is not covered by any Airport Master Plan. Therefore, there would be no impacts associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
HYDROLOGY AND WATER QUALITY Would the project:				
23. Water Quality Impacts				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
course of a stream or river or through the addition of impervious surfaces?				
d) Result in substantial erosion or siltation on-site or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-site or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) In flood hazard, tsunami, or seiche zones, risk the release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Source(s): Riverside County General Plan Figure S-9, *Special Flood Hazard Areas*, Figure S-10, *Dam Failure Inundation Zone*; Riverside County Flood Control District Flood Hazard Report / Condition; County of Riverside Transportation and Land Management Agency GIS Data Downloads GIS Database; Jurisdictional Delineation

Findings of Fact:

a, d) **Less Than Significant.** As described in Section 7, *Wildlife & Vegetation*, the Project site is located approximately 300 feet to the north of an un-named drainage that conveys natural surface water flows and urban run-off from the surrounding single family rural residences and commercial land uses (refer to Figure 4). However, this drainage path supports only intermittent flows that occur during and immediately following heavy storm events and shows no evidence of an OHWM and/or definable bed and bank feature. Natural runoff in the vicinity of the Project site sheet flows across Piedras Road with no evidence of an OHWM and/or definable bed and bank feature

The 1.8-acre Project site would be leveled with minor grading necessary to maintain existing surface water drainage, which would continue to be directed from the east towards the interior of the Reserve to the northwest. Therefore, there is a potential for erosion and sedimentation during construction associated with the proposed Project. Because construction activities would disturb more than 1 acre, RivCoParks would be required to develop and implement a SWPPP prior to the commencement of any construction-related activities in accordance with the NPDES Construction General Permit. The SWPPP would include standard construction BMPs (e.g., off-site fueling and maintenance of construction equipment), which would be in place for the duration of the construction activities to avoid potential impacts to surface water quality due to potential pollutant discharge during construction activities. If construction becomes necessary during the rainy season. All required erosion control materials (e.g., straw bales, wattles, silt fence materials, etc.) would be available on-site and stockpiled at convenient locations to facilitate rapid installation of temporary devices or to repair any damaged erosion control measures when rain is imminent.

Following the completion of construction activities, the proposed day use parking and staging area would be covered with native soil and stabilizers as well as decomposed granite in the picnic table area. Surface water drainage continue to be directed from the east towards the interior of the Reserve to the northwest. Vehicles parking within the proposed day use parking and staging area may leak petroleum, oils, and lubricants. Similarly, visitors may leave trash within the proposed day use parking and staging area. However, it is anticipated that an inadvertent spill would be infrequent and minor and given the provision of trash cans near the picnic it is anticipated that any trash left by visitors would also be minor. These issues would be addressed during regular maintenance. Therefore, the potential for impacts related to erosion and water quality would be less than significant.

b) **No Impact.** Short-term water demand for construction-related activities (e.g., watering exposed soils pursuant to SCAQMD Rule 403) would be minimal. Given the location of the Project site, water would likely be imported to the Project site using a water truck. The proposed Project does not include permanent restrooms, water fountains, or any other facilities that require the use of water, therefore the proposed Project would not result in increased operation demand for domestic water. Given the limited scope of the proposed Project, this demand would be minor and would have a negligible effect on local groundwater supplies.

The proposed Project would include an incremental increase in impervious surfaces at the Project site associated with the two ADA-accessible parking spaces. The remainder of the 1.8-acre Project site would include pervious ground cover – including native soil and decomposed granite. The proposed incremental increase in impervious surfaces would have a negligible effect on the potential for groundwater recharge within the groundwater basin. Therefore, the proposed Project would have no impact on groundwater supplies, groundwater recharge, or aquifers.

c, e-g) **Less Than Significant.** The Jurisdictional Delineation identified the headwaters of a downstream drainage feature, approximately 300 feet to the south of the Project site (refer to Figure 4). As described in Section 7, *Biological Resources*, natural runoff in the vicinity of the Project site flows across Piedras Road with no evidence of an OHWM and/or definable bed and bank feature. The 1.8-acre Project site would be leveled with minor grading necessary to maintain existing surface water drainage, which would continue to be directed from the east towards the interior of the Reserve to the northwest. Additionally, the proposed Project would not include any habitable structures that could be impacted by flooding during heavy storm events. Therefore, implementation of the proposed Project would result less than significant impacts related to stormwater drainage and flooding.

h) **No Impact.** No topographical features or water bodies capable of producing seiche, tsunami, or mudflow events are present within the vicinity of the Project site (refer to Section 11, *Geology and Soils*). The proposed Project would not increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions. Therefore, there would be no impact associated with the implementation of the proposed Project.

i) **Less Than significant.** Construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. The proposed day use parking and staging area would be covered with native soil and stabilizers as well as decomposed granite in the picnic table area. The implementation of standard construction BMPs from the SWPPP (e.g., off-site fueling and maintenance of construction equipment), would avoid potential impacts to surface water quality due to potential pollutant discharge during construction activities. The proposed Project does not include permanent restrooms, water fountains, or any other structures that require the use of domestic water. Therefore, the proposed Project would not conflict with or obstruct

implementation of a water quality control plan or sustainable groundwater management plan because it would not increase demand for water supply at the Project site.

Mitigation: No monitoring is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
LAND USE/PLANNING Would the project:				
24. Land Use				
a) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Project site is located within the Lake Mathews / Woodcrest Area Plan and is designated as Open Space-Conservation Habitat (OS-C H). This land use designation applies to public and private lands conserved and managed in accordance with an adopted MSHCP or other Conservation Plan(s) and in accordance with related Riverside County policies. Ancillary structures or uses may be permitted within this land use designation for the purpose of preserving or enjoying open space (Riverside County 2019a).

The entire Reserve, including the Project site, is located within the Gavilan Hills Policy Area. The Lake Mathews / Woodcrest Area Plan policies for the Gavilan Hills Policy Area encourages the construction of a day use parking area to serve peak parking demand at the Reserve. Existing and proposed uses and facilities are consistent with current zoning and General Plan designations for the Project site.

Source(s): Riverside County General Plan; Lake Mathews / Woodcrest Area Plan

Findings of Fact:

a) **No Impact.** The proposed Project would not change the existing land use of the Project site, and new recreational facilities would not conflict with the Riverside County General Plan policies. The proposed Project would implement a goal of the Lake Mathews / Woodcrest Area Plan, which encourages the construction of a day use parking area at the Reserve to accommodate peak parking demand.

b) **No Impact.** No long-term separation of land uses between land use types would occur as a result of the proposed Project. Temporary disruption of access along Piedras Road (e.g., haul truck trips or concrete truck trips) during construction would not disrupt recreational activities at the Reserve. Therefore, implementation of the proposed Project would not divide an established community and no impact would occur.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
MINERAL RESOURCES Would the project:				
25. Mineral Resources				
a) Result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Potentially expose people or property to hazards from proposed, existing, or abandoned quarries or mines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure OS-6, Mineral Resources Area

Findings of Fact:

a-c) **No Impact.** According to the CGS referenced in the Riverside County General Plan (Riverside County 2015a), there are no mineral recovery sites on or near the Project site. The entire Reserve is in an area where the significance of mineral deposits are undetermined. However, given the nature of the proposed Project, it would not result in the permanent loss of availability of a potential mineral resource recovery site. Therefore, the proposed Project would not result in the loss of availability of a known mineral resource and there would be no impact to mineral resources.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
NOISE Would the project result in:				
26. Airport Noise				
a) For a project located within an airport land use plan or, where such a plan has not been adopted, within two (2) miles of a public airport or public use airport would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure S-20, *Airport Locations*

Findings of Fact:

a-b) **No Impact.** The nearest public airport, Perris Valley Airport, is located in the City of Perris approximately 8 miles southeast of the Project site. The Project site is not located within the planning area of an airport land use plan or within 2 miles of a public airport or public use airport; therefore, the proposed Project would not expose people residing or working within the vicinity of the Project site to excessive noise levels. The Project site is not within the vicinity of a private airstrip or heliport; therefore, the proposed Project would not expose people residing or working in the Project area to excessive noise levels and there would be no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
27. Noise Effects by the Project				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction Noise

As previously described, there is one single family rural residence within 0.25 miles of the Project site, located directly south across Idaleona Road. Other sensitive receptors include Columbia Elementary School and Mead Valley Library, which are approximately 4 miles northeast of the Project site. Construction-related noise would be generated by minor grading activities, the operation of power tools, and truck trips. Construction noise levels were evaluated using data published by the U.S. Department of Transportation (DOT), as indicated in Table 8.

Table 8. Noise Ranges of Typical Construction Equipment

Construction Equipment	Noise Levels in dBA L_{eq} at 50 Feet
Heavy Haul Trucks	82–95
Compressors	75–87
Concrete Mixers	75–88
Concrete Pumps	81–85
Back Hoe	73–95

Notes:

dBA: A-weighted decibels

L_{eq} : Equivalent continuous sound level

Source: U.S. DOT Construction Noise Handbook 2006.

The noise generated by the use of heavy construction equipment would result in a temporary increase in ambient noise levels consistent with the general noise levels presented in Table 8. However, this

increase would be intermittent, short-term (i.e., between 2 to 3 months), and temporary. Additionally, to the maximum extent feasible, RivCoParks would voluntarily limit construction activities to the hours between 6:00 AM and 6:00 PM during the months of June through September, and between 6:00 AM and 7:00 PM during the months of October through May, consistent with requirements codified in the County's Noise Ordinance (Riverside County 2007). The County's Noise Ordinance does not identify maximum noise levels for construction; however, typically when no construction standards exist, projects will utilize the threshold from the National Institute for Occupational Safety and Health, which utilizes an 85 dBA L_{eq} 8-hour standard. Given the distance to the existing sensitive receptors (approximately 0.25 miles away) as well as the intervening topography, vegetation, and roadways that would dampen and/or attenuate construction-related noise, increases in ambient noise levels would not be noticeable and would not be anticipated to exceed this 85 dBA L_{eq} 8-hour standard.

Operational Noise

Consistent with existing conditions at the Reserve, the proposed day use parking and staging area would be used during daytime hours only. Truck and horse trailer combinations and passenger vehicles may generate additional noise at the Reserve. The General Plan Noise Element states that stationary source land use noise cannot exceed 65 dBA L_{eq} for longer than 10 minutes from 7:00 AM to 10:00 PM outside within residential areas. No noise standards are provided for other non-residential land uses (Riverside County 2015b). Although rural residences are present to the east, west, and south of the Reserve, operational noise associated with vehicle trips to and from the proposed day use parking and staging area would be buffered by the surrounding topography, vegetation, and roadways and would not exceed those standards for residential uses.

Source(s): Riverside County General Plan Noise Element

Findings of Fact:

a) **Less Than significant.** During construction activities involving the use of the loudest piece of construction equipment (e.g., back hoe, which can generate noise levels of approximately 95 dBA at 50 feet), exterior noise levels at the nearest sensitive receptor would be approximately 67 dBA. This is well below the National Institute for Occupational Safety and Health 85 dBA L_{eq} 8-hour standard and would represent a less than significant construction noise impact. In fact, at roughly 200 feet from the noise source, levels would already have dropped below 85 dBA. This conservatively represents the construction noise levels based on attenuation with distance only and does not include additional noise dampening from topography and vegetation that would further reduce potential increases in ambient noise. Additionally, to the maximum extent feasible, RivCoParks would voluntarily limit construction activities to the hours between 6:00 AM and 6:00 PM during the months of June through September, and between 6:00 AM and 7:00 PM during the months of October through May, consistent with requirements codified in the County's Noise Ordinance (Riverside County 2007).

Consistent with existing conditions at the Reserve, the proposed day use parking and staging area would be used during daytime hours only. Truck and horse trailer combinations and passenger vehicles may generate additional daytime noise at the Reserve. The General Plan Noise Element states that stationary source noise cannot exceed 65 dBA L_{eq} for longer than 10 minutes from 7:00 AM to 10:00 PM outside within residential areas. No noise standards are provided for other non-residential land uses (Riverside County 2015b). Although rural residences are present to the east, west, and south of the Reserve, operational noise associated with vehicle trips to and from the proposed day use parking and staging area would be buffered by the surrounding topography, vegetation, and roadways and would

not exceed those standards for residential uses. Operational noise would be limited to truck and horse trailer combinations and passenger vehicles parking at the proposed day use parking and staging area as well as minor noise from talking and animals (e.g., horses, dogs, etc.). However, long-term operational activities associated with the proposed staging area would not generate substantial noise at or in the vicinity of the Reserve and given the intermittent use of the site, would not lead to a significant increase in ambient noise. Noise levels at the nearest sensitive receptor would continue to be dominated by vehicle traffic along Idaleona Road. As such, the proposed Project would not result in a temporary or permanent increase in ambient noise levels in excess of any established standards and impacts would be less than significant.

b) **Less Than Significant.** No permanent increase in groundborne vibration or groundborne noise levels would result from the implementation of the proposed Project. The proposed Project would involve intermittent use of heavy construction equipment for short-term construction activities, which has potential to cause a temporary increase in groundborne vibration. However, no excavation or pile driving would be required and groundborne vibrational from construction equipment would be minimal. Additionally, no operational or maintenance activities associated with the proposed day use parking and staging area would result in groundborne vibration or groundborne noise. Therefore, impacts associated with the proposed Project would be less than significant.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
PALEONTOLOGICAL RESOURCES:				
28. Paleontological Resources				
a) Directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure OS-8, *Paleontological Sensitivity*

Findings of Fact:

a) **No Impact.** According to the Riverside County General Plan, the entire Reserve, including the Project site, is in an area that is considered to have low paleontological sensitivity (Riverside County 2015a). Construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. Therefore, construction of the proposed day use parking and staging area would result in no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
POPULATION AND HOUSING Would the project:				
29. Housing				
a) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a demand for additional housing, particularly housing affordable to households earning 80% or less of the County's median income?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Housing Element

Findings of Fact:

a-c) **No Impact.** The proposed day use parking and staging area would not displace any existing people, establish new housing, or extend any roads or urban services. The proposed Project would not create demand for additional housing or induce substantial unplanned population growth because of its limited scale. Therefore, there would be no impact associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
PUBLIC SERVICES Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
30. Fire Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Safety Element

Findings of Fact:

No Impact. The Riverside County Fire Department provides fire protection and emergency medical (i.e., paramedic) services within unincorporated portions of the County. Riverside County Fire Department Station 4, located approximately 3 miles north of the Project site, is the closest station to the Project site. During construction, emergency access to the Project site would be maintained along roadways, and there would be no lane closures. Following the completion of construction-related

activities, the proposed Project would not result in a change in land use or activities. Nor would the proposed Project induce growth or substantially increase, either directly or indirectly, the need for fire protection services over existing conditions. The existing main entrance and the proposed day use parking and staging area would have boundary signs that states no hunting, no fires, no shooting, and etc. Similar signage is also located every 300 feet along Gavilan and Idaleona Road. Additionally, RivCoParks conducts regular weed abatement to reduce ladder fuels 100 feet from residences. Therefore, there would be no impact on fire services associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
31. Sheriff Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Safety Element

Findings of Fact:

No Impact. The closest police station to the Project site is the City of Perris Police Station, located approximately 7 miles east of the Project site. Construction of the proposed day use parking and staging area is not anticipated to result in temporary interruption or delays for law enforcement response times. Additionally, operational of the proposed day use parking and staging area would neither measurably increase the demand for law enforcement nor require the construction of new facilities (i.e., police or sheriff stations). Therefore, there would be no impact on sheriff services associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
32. Schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact:

No Impact. No new residential units would be constructed as a part of the proposed Project, and the proposed Project would not result in new permanent populations that would require school facilities. Therefore, there would be no impact on schools associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
33. Libraries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan

Findings of Fact:

No Impact. No new residential units would be constructed as a part of the proposed Project, and the proposed Project would not result in new permanent populations would increase demand on libraries or any other public services or facilities. Therefore, there would be no impact on libraries associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
34. Health Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan

Findings of Fact:

No Impact. No new residential units would be constructed as a part of the proposed Project, and the proposed Project would not result in new permanent populations would increase demand on health services. Therefore, there would be no impact on health services associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
RECREATION Would the project:				
35. Parks and Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located within a Community Service Area (CSA) or recreation and park district with a Community Parks and Recreation Plan (Quimby fees)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): County of Riverside Transportation and Land Management Agency GIS Data Downloads; County Ordinance Number 460, Section 10.35 (Regulating the Division of Land – Park and Recreation Fees and Dedications); County Ordinance Number 659 (Establishing Development Impact Fees)

Findings of Fact:

a) **Less Than Significant.** The proposed day use parking and staging area would provide a formal day use parking area for the Reserve as well as limited recreational amenities, including picnic tables and hitching posts for equestrian use. The proposed day use parking and staging area would provide connections to existing trails within the Reserve. However, the proposed day use parking and staging area would be an ancillary use intended to support the existing Reserve. Therefore, it would not require the construction or expansion of recreational facilities that could have an adverse physical effect on the environment and impacts would be less than significant

b) **Less Than Significant.** The proposed Project would provide formal parking for hikers, runners, mountain bikers, and equestrians that are already using the Reserve, but are parking in informal or undesignated overflow parking areas. As such, the implementation of the proposed Project would relieve congestion at the main entrance and associated trail access points and improve overall operation of the Reserve. While the proposed Project may increase the use of the existing trails on the eastern side of the Reserve, implementation of the proposed Project would not result in any physical deterioration of these established trails. Therefore, impacts associated with the implementation of the proposed Project would be less than significant.

c) **No Impact.** The Project is not located within a Community Service Area (CSA) or a Community Parks and Recreation Plan. No development is proposed, therefore there would be no Quimby fees associated with the Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
36. Recreational Trails				
a) Include the construction or expansion of a trail system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan Figure C-6, *Trails and Bikeway System*, Harford Springs Reserve Trail Map

Findings of Fact:

a) **No Impact.** The proposed Project would be limited to the construction of a day use parking and staging area, which would provide connections to existing trails on the eastern side of the Reserve, but would not include the construction of new trails or the expansion of the trail system. The proposed Project would include trail connections to existing trails near the Project site. Therefore, there would be no impact on recreational trails associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
TRANSPORTATION Would the project:				
37. Transportation				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Cause an effect upon, or a need for new or altered maintenance of roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cause an effect upon circulation during the project's construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Result in inadequate emergency access or access to nearby uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source(s): Riverside County General Plan

Findings of Fact:

a, b) **No Impact.** Construction and operation of the proposed Project would not conflict with adopted policies, plans, and programs supporting alternative transportation. During construction activities, there would be 500 cy of total earthwork; however, soil would be balanced site, with no soil export or import of fill material required for the proposed Project. A limited number of heavy haul trucks used to deliver equipment and materials to the Project site would access the Project site from Gavilan Road turning east onto Idaleona Road and turning north onto Piedras Road to access the Project site. Heavy construction equipment would remain in the construction staging area throughout the duration of construction and would further limit trips to and from the Project site. It is estimated that 1 to 7 construction workers would be required depending on the phase of construction (refer to Table 1), which would result in a maximum of 14 round trips per day during construction period. According to a technical advisory on evaluating transportation impacts from the State of California Governor's Office of Planning and Research (OPR), "[a]bsent substantial evidence indicating that a project would generate a potentially significant level of vehicle miles traveled (VMT), or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day¹ generally may be assumed to cause a less than significant transportation impact" (OPR 2017). Therefore, because the proposed construction activities would generate fewer trips than the OPR's threshold of 110 trips per day and impacts related to VMT would be less than significant.

The proposed Project would not conflict with any policies for roadways near the Project site and would not conflict with any congestion management programs within the County. The proposed Project would accomplish a goal of the Lake Mathews / Woodcrest Area Plan, which encourages the construction of a day use parking area at the Reserve to accommodate peak parking demand. The proposed Project would also reduce congestion on Gavilan Road and Idaleona Road during peak periods, which can be exacerbated by visitors parking vehicles along the side of the roadway when the informal parking area at the main entrance is full.

Implementation of the proposed Project would have no adverse impacts on transportation.

c-f) **No Impact.** Local access to the Reserve is provided by Gavilan Road, which is a two-lane roadway that provides local north-south access, and Idaleona Road, which is an unmarked paved road that provides local east-west access. As previously described, the main entrance to the Reserve is provided east of Gavilan Road between Palomas Drive and Cajon Drive, along the western border of the Reserve (refer to Figure 2). A secondary entrance to the Reserve is provided by Piedras Road, located approximately 125 feet north of its intersection with Idaleona Road. Piedras Road begins as a paved road but becomes a dirt road shortly past a wooden gate that marks the entrance to the Reserve. The road is approximately 16 feet wide near the gate and extends for approximately 4,800 feet (0.90 miles), running along the eastern edge of the Reserve.

¹ "CEQA provides a categorical exemption for existing facilities, including additions to existing structures of up to 10,000 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area. (CEQA Guidelines Section 15301[e][2]) Typical project types for which trip generation increases relatively linearly with building footprint (i.e., general office building, single tenant office building, office park, and business park) generate or attract an additional 110-124 trips per 10,000 square feet. Therefore, absent substantial evidence otherwise, it is reasonable to conclude that the addition of 110 or fewer trips could be considered not to lead to a significant impact" (OPR 2017).

The unpaved loop would provide parking for approximately 10 truck and horse trailer combinations with trucks entering through the northernmost entry and parking along the edge of the loop. The passenger vehicle parking spaces would be located along the southern end of the proposed day use parking and staging area and would be striped or delineated using small rocks or down branches. Vehicles would exit the loop using the southernmost split exit, which would allow vehicles to turn left along Piedras Road to re-enter the unpaved loop or turn right along Piedras Road to exit the Reserve. Vehicles would be prevented from traveling past the day use parking and staging area into the Reserve by a pipe gate that would be installed as a part of the proposed Project (refer to Figure 3).

The proposed Project would not result in changes to the design of existing roadway configurations or other transportation infrastructure within the vicinity of the Project site. Given that Piedras Road is an existing unpaved roadway, no new road maintenance would be required as a result of the proposed Project. The proposed Project vehicle entrance and exits associated with the proposed day use parking and staging area would not introduce incompatible uses or line-of-sight issues. Additionally, the proposed Project would not result in traffic delays that could substantially increase emergency response times or reduce emergency vehicle access. Therefore, there would be no impact on recreational trails associated with the implementation of the proposed Project.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
38. Bike Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Include the construction or expansion of a bike system or bike lanes?				

Source(s): Riverside County General Plan

Findings of Fact:

a) **No Impact.** The proposed Project would be limited to the construction of the proposed day use parking and staging area and would not include the construction or expansion of a bike system or bike lanes (refer to Section 36, *Recreational Trails*).

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

TRIBAL CULTURAL RESOURCES Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:				
39. Tribal Cultural Resources				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? (In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source(s): Extended Phase I Cultural Resources Inventory; Assembly Bill 52 Tribal Consultation Correspondence

Assembly Bill (AB) 52, which went into effect on July 1, 2015, established a consultation process with all California Native American tribes and required consideration of Tribal Cultural Resources in the determination of potential environmental impacts. Tribal Cultural Resources are defined as a site feature, place, cultural landscape, sacred place or object, which is of cultural value to a Tribe that is either: 1) on or eligible for the California Historic Register or a local historic register; or 2) treated by the lead agency, at its discretion, as a traditional cultural resource per Public Resources Code 21074 (a)(1)(A)-(B).

As described in Section 8, *Cultural Resources*, Amec Foster Wheeler submitted a Sacred Lands File request to the NAHC on September 27, 2017, to determine whether their files indicate the presence of cultural sites within or immediately adjacent to the APE. On September 29, 2017, the NAHC responded that the Sacred Lands File records search did identify sites within the APE that may be impacted by the proposed Project. The NAHC provided a list of 37 tribal representatives from 24 Native American tribes to contact regarding the proposed Project. Amec Foster Wheeler sent letters to the 37 tribal representatives on October 27, 2017, to request specific information regarding cultural resources within or near the APE. The 24 tribes contacted during the Native American consultation process include:

- Agua Caliente Band of Cahuilla Indians
- Augustine Band of Cahuilla Mission Indians
- Cabazon Band of Mission Indians
- Cahuilla Band of Mission Indians
- Campo Band of Mission Indians
- Ewiiapaayp Tribal Office
- Jamul Indian Village
- La Jolla Band of Luiseno Indian
- La Posta Band of Mission Indian
- Los Coyotes Band of Mission Indians
- Manzanita Band of Kumeyaay Nation
- Morongo Band of Mission Indians
- Pala Band of Mission Indians
- Pauma Band of Luiseno Indians-Pauma & Yuima Reservation
- Pechanga Band of Luiseno Indians
- Ramona Band of Cahuilla Mission Indians
- Rincon Band of Mission Indians

- San Pasqual Band of Mission Indians
- Santa Rosa Band of Mission Indians
- Soboba Band of Luiseno Indians
- Sycuan Band of the Kumeyaay Nation
- Sycuan Band of the Kumeyaay Nation
- Torres-Martinez Desert Cahuilla Indians
- Viejas Band of Kumeyaay Indians

Of the 37 tribal representatives contacted, 12 tribal representatives responded to the letter, including the Pechanga Band, Soboba Band, Viejas Band, Augustine Band, La Jolla Band, Manzanita Band, Morongo Band, Ramona Band, Agua Caliente Band, Rincon Band, Santa Rosa Band, and Pauma Band.

The replies made by mail included those from the Pechanga Band, Soboba Band, and the Viejas Band. Viejas Band Resource Manager Ray Teran stated that the Project site is of little cultural significance to the Tribe but requested to be notified of any cultural resources discovered. Joseph Ontiveros of the Soboba Band stated that the project location is in proximity to known sites, is a shared use area that was used in ongoing trade between the tribes, and is considered to be culturally sensitive by the people of Soboba. He asked that Riverside County initiate and continue correspondence with the Tribe, that he receive project information, that the Tribe have the opportunity to monitor any ground disturbing activities during implementation of the proposed Project, that the proper procedures and requests of the Tribe be honored and included a regulatory framework for the treatment of cultural items and human remains. Planning Specialist Tuba Ebru Ozdil of the Pechanga Band stated that the APE is in a highly sensitive area for cultural resources and human remains and asked that a qualified archaeologist and Pechanga Band tribal monitor be present during future earthmoving activities, including tree removal. She also asked to be notified of the entitlement process and to receive all pertinent archaeological reports, resource files, and grading plans. Ms. Ozdil also requested formal government-to-government consultation with Riverside County, the Lead Agency.

The administrative assistant to Joseph Hamilton, Chairperson of the Ramona Band deferred to Environmental Coordinator John Gomez. A voicemail was left with Mr. Gomez the same day. On behalf of the Agua Caliente Band, Patricia Garcia-Plotkin deferred to local tribes. The administrative assistant to Chairperson Bo Mazzetti of the Rincon Band deferred to Cultural Resources Department, who stated that they reply to the letter at a later time. The administrative assistant to Chairperson Steven Estrada of the Santa Rosa Band asked that any follow up questions be emailed to him. An email was sent to Chairperson Estrada on November 15, 2017. On behalf of the Pauma Band, Chris Devers stated via email that they would like copy of cultural report when completed and wanted to confirm the Project Area footprint. Reply was sent on November 20, 2017 confirming the APE footprint and offering report once finalized.

RivCoParks distributed tribal consultation notification letters pursuant to AB 52 on June 9, 2020 and received requests for formal government-to-government consultation from the following tribes:

- Morongo Band of Mission Indians
- Pala Band of Mission Indians
- Pechanga Band of Luiseno Indians
- Rincon Band of Mission Indians
- Soboba Band of Luiseno Indians

RivCoParks parks hosted virtual consultation meetings with these tribes in July and August 2020. The proposed cultural resources mitigation measures (Mitigation Measure CUL-3) and tribal cultural

resources mitigation measure (Mitigation Measure TC-1) were revised consistent with input from the Soboba Band of Luiseno Indians.

Findings of Fact:

a, b) **Less Than Significant with Mitigation Incorporated.** While the Project site and APE contain no previously recorded tribal cultural resources, the Project site and surrounding vicinity are considered by the local Native American tribes to be highly sensitive areas for tribal sites and resources. No tribal cultural resources were encountered at the Project site during the intensive field survey prepared for the Extended Phase I Cultural Resources Inventory. Potential impacts would be mitigated through the implementation of Mitigation Measures CUL-1 through CUL-6 and TC-1. These mitigation measures would include construction training and would also require both archaeological and Native American monitors to be present during ground disturbing activities, including grading and tree removal. In the unlikely event that previously unknown archaeological resources are discovered during ground-disturbing activities associated with the proposed Project, construction activities would temporarily cease within the vicinity until a qualified archaeologist could evaluate the significance of the resource(s) in consultation with the RivCoParks and an appropriate Native American representative(s). With the implementation of the Mitigation Measures CUL-1 through CUL-6 and TC-1, potential impacts to tribal cultural resources would be less than significant within mitigation incorporated.

Mitigation:

Mitigation Measure TC-1: At the request of the Soboba Band of Luiseno Indians and Pechanga Band of Luiseno Indians during consultation under AB 52, RivCoParks shall enter into an agreement with the consulting tribe(s) for (a) Native American monitor(s) to provide Luiseno Tribal Monitoring services including observation of all soil disturbance activities (e.g., grading, tree removal, etc.). The frequency of inspections will be based on the rate of excavation, the materials excavated, and the potential presence and abundance of artifacts and features. In the event that a previously unknown buried archaeological resource or human remains are encountered during grading activities, the standard protocols for evaluation and recovery described in CUL-2 through CUL-6 would be implemented.

Monitoring: Compliance with this mitigation measure would be subject to periodic site inspections by the Riverside County Planning Department.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
UTILITIES AND SERVICE SYSTEMS Would the project:				
40. Water				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage systems, whereby the construction or relocation would cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact:

a, b) **No Impact.** The proposed Project would not include the construction of permanent restrooms, water fountains, or any other structures that require the use of domestic water. Therefore, the Project would not require new water, wastewater, or drainage systems and would not have any impacts on water supplies.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
41. Sewer				
a) Require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, whereby the construction or relocation would cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact:

a, b) **No Impact.** The proposed Project would not include the construction of permanent restrooms, water fountains, or any other structures that require the use of domestic water nor the creation of wastewater. Therefore, the proposed Project would not require new wastewater treatment facilities and would not strain existing systems.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
42. Solid Waste				
a) Generate solid waste in excess of State or Local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Comply with federal, state, and local management and reduction statutes and regulations related to solid wastes including the CIWMP (County Integrated Waste Management Plan)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact:

a, b) **No Impact.** Construction of the proposed Project would be limited to minor grading activities at shallow depths (i.e., maximum cut of 2 feet), necessary to level the Project site. No building demolition or other solid waste generating activities would be required during construction. The proposed Project would provide trash receptacles for visitors; however, solid wastes generated at the proposed day use parking and staging area would be minor and would be well within the existing capacity of landfills in the region. For example, Lamb Canyon Landfill, located approximately 21 miles east of the Project site, permits 5,000 tons of solid waste per day (California Department of Resources Recycling and Recovery [CalRecycle] 2018). Therefore, the proposed Project would not have impacts on solid waste generation and complies with regulations related to solid waste.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
43. Utilities				
Would the project impact the following facilities requiring or resulting in the construction of new facilities or the expansion of existing facilities, whereby the construction or relocation would cause significant environmental effects?				
a) Electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Street lighting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact:

a-d) **No Impact.** The proposed Project would not include structures that would use electricity, natural gas, communication systems, or lighting. Minimal activities would be required to maintain the Project site and Piedras Road.

e) **Less Than Significant.** The proposed day use parking and staging area would include trash removal and other minor maintenance activities (e.g., cleaning off picnic tables, etc.). Service would be required intermittently, and mostly often during peak use in the peak Spring and Summer months. However, the impacts of these maintenance would be less than significant. As described in Section 37, *Transportation*, given that Piedras Road is an existing unpaved roadway, no new road maintenance would be required as a result of the proposed Project.

f) **No Impact.** No other government services would be required as a result of the proposed Project and there would be no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
WILDFIRE If located in or near a State Responsibility Area (SRA), lands classified as very high fire hazard severity zone, or other hazardous fire areas that may be designated by the Fire Chief, would the project:				
44. Wildfire Impacts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Expose people or structures either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The main entrance and trail access points throughout the Reserve have signs that state that hunting, fires, and shooting are prohibited within the Reserve. Similar signage is also placed every 300 feet along Gavilan and Idaleona Road. The Reserve is also regularly cleared of ladder fuels 100 feet from residences. RivCoParks staff also regularly conduct mowing, weeding, and tree trimming near residences.

Source(s): Riverside County General Plan Figure S-11, *Wildfire Susceptibility*

Findings of Fact:

a) **No Impact.** As described in Section 37, *Transportation* the proposed Project would not include any change to roadway designs and would not introduce incompatible uses or line-of-sight issues. The proposed Project would not conflict with an emergency response plan and traffic flows would not be interrupted on any roadway such that they would impair or otherwise interfere with emergency access to local roads. Additionally, the proposed Project would not result in traffic delays that could substantially increase emergency response times or reduce emergency vehicle access. Construction vehicles would not park on roadways and, thus, would not create a hazard, interrupt vehicle line-of-sight, or otherwise block emergency access. Therefore, the proposed Project would have no impact.

b) **No Impact.** As previously described, the Project site is immediately surrounded by open space. Rural residences, as well as recreational open space, are located in the vicinity of the Project site, including across Idaleona Road. The Project site is located within the Local Responsibility Area Very High Fire Hazard Severity Zone as identified by the CAL FIRE Fire Hazard Severity Zones Map (Riverside County 2019b). However, no new habitable are included as a part of the proposed Project; therefore, no new people or structures would be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. The proposed Project would have no impact with respect to the potential uncontrolled spread of a wildfire.

c) **No Impact.** The proposed day use parking and staging area does not propose any new infrastructure that would exacerbate fire risk. Picnic tables and trash receptables would be constructed from concrete. Wood pole fencing and existing on-site boulders would border the perimeter of the Project site. Therefore, there would be no infrastructure that would exacerbate fire risks.

d, e) **No Impact.** The proposed Project is relatively flat and would be leveled as during Project construction. Therefore, the proposed Project would not expose people or structures to flooding or landslides (refer to Section 11, *Geology and Soils* and Section 26, *Hydrology and Water Quality*). As previously described, the proposed Project would not result in increased risk of wildfire. Therefore, the implementation of the proposed Project would result in no impact.

Mitigation: No mitigation is required.

Monitoring: No monitoring is required

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
MANDATORY FINDINGS OF SIGNIFICANCE Does the Project:				
45. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of Fact:

Less Than Significant with Mitigation Incorporated. With the implementation of Mitigation Measures BIO-1 through BIO-7, Mitigation Measures CUL-1 through CUL-6, and Mitigation Measure TC-1 implementation of the proposed Project would not substantially degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife populations to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Therefore, impacts would be less than significant with mitigation incorporated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
46. Have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, other current projects and probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Findings of Fact:

Less Than Significant with Mitigation Incorporated. As discussed in this Initial Study, the proposed Project would result in no impacts or less than significant impacts to aesthetics, agriculture and forestry resources, air quality, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, utilities and service systems, and wildfire.

With the implementation of BMPs described in Section 3, *Air Quality* as well as Mitigation Measures BIO-1 through BIO-7, Mitigation Measures CUL-1 through CUL-6, and Mitigation Measure TC-1, impacts associated with the implementation of the proposed Project would be less than significant. Since these impacts associated with the proposed Project would not be significant when compared to applicable thresholds, none of the impact associated with the proposed Project would make cumulatively considerable, incremental contributions to significant cumulative impacts.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
47. Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Findings of Fact:

Less Than Significant. Construction of the proposed Project would generate temporary criteria pollutant emissions and noise. However, as described in Section 6, *Air Quality*, and Section 26, *Noise*, the impacts to construction workers and surrounding residents would be less than significant. The proposed Project would not cause substantial adverse effects on human beings, either directly or indirectly.

III. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration as per California Code of Regulations Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

Earlier Analyses Used, if any: N/A

Location Where Earlier Analyses, if used, are available for review: N/A

Location: County of Riverside Planning Department
77588 El Duna Court Unit H
Palm Desert, CA 92211

IV. AUTHORITIES CITED

- Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler). 2018a. "Extended Phase I Cultural Resources Inventory Harford Springs Day-Use Staging Area Project."
- . 2018b. "Harford Springs Day-Use Staging Area Project Environmental Constraints and Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis."
- California Department of Conservation. 2010. "Fault Activity Map of California." 2010.
<http://maps.conservation.ca.gov/cgs/fam/>.
- . 2016. "Riverside County Important Farmland 2016."
- . 2020a. "CGS Information Warehouse: Landslides." April 9, 2020.
<https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps>.
- . 2020b. "Earthquake Zones of Required Investigation." April 9, 2020.
<https://maps.conservation.ca.gov/cgs/EQZApp/app/>.
- California Department of Resources Recycling and Recovery (CalRecycle). 2018. "Facility/Site Summary Details: Lamb Canyon Sanitary Landfill (33-AA-0007)." CalRecycle. 2018.
<http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0007/Detail/>.
- California Geological Survey (CGS). 2014. "Earthquake Shaking Potential for California." 2014.
https://www.arcgis.com/home/webmap/viewer.html?url=https%3A%2F%2Fgis.conservation.ca.gov%2Fserver%2Frest%2Fservices%2FCGS%2FMS48_ShakingPotential%2FMapServer&source=sd.
- . 2018. "Deep-Seated Landslide Susceptibility." November 9, 2018.
https://www.arcgis.com/home/webmap/viewer.html?url=https%3A%2F%2Fgis.conservation.ca.gov%2Fserver%2Frest%2Fservices%2FCGS%2FMS58_LandslideSusceptibility_Classes%2FMapServer&source=sd.
- Department of Toxic Substances Control (DTSC). 2020. "EnviroStor Database." April 9, 2020.
<https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=el+monte>.
- Intergovernmental Panel on Climate Change (IPCC). 2014. "Fifth Assessment Report." 2014.
<https://www.ipcc.ch/report/ar5/syr/>.
- Lech, S. 2020. "Harford Springs Reserve near Riverside Takes Name from Perris Newspaperman, Realtor." *The Press-Enterprise*, January 16, 2020.
https://www.evite.com/event/024FU6HS6YGY4WWQEPKI2XSESR64Y/messages/h2g/02B2MDVWTUTCHIKMAEPBW655BEFEXQ?gid=03CB2OFOAL5L6QWVMEPKI5VP23TM4Y&utm_campaign=view_message_bt&utm_content=&utm_medium=email&utm_source=GUEST_MESSAGE_FROM_HOST.
- Riverside County. 1985. "Ordinance No. 559." June 4, 1985.
<https://www.rivcocob.org/ords/500/559.7.pdf>.

- . 2007. "Ordinance No. 847." June 19, 2007. <https://www.rivcocob.org/ords/800/847.pdf>.
- . 2015a. "Riverside County General Plan Multipurpose Open Space Element." December 8, 2015. https://planning.rctlma.org/Portals/14/genplan/general_Plan_2017/elements/OCT17/Ch05_MOSE_120815.pdf?ver=2017-10-11-102103-833.
- . 2015b. "Riverside County General Plan Noise Element." December 8, 2015. https://planning.rctlma.org/Portals/14/genplan/general_Plan_2017/elements/OCT17/Ch07_Noise_120815.pdf?ver=2017-10-11-102104-080.
- . 2017. "Riverside County General Plan Circulation Element." December 12, 2017. https://planning.rctlma.org/Portals/14/genplan/2019/elements/Ch04_Circulation_121217.pdf.
- . 2019a. "Riverside County General Plan Land Use Element." April 16, 2019. https://planning.rctlma.org/Portals/14/genplan/2019/elements/Ch03_Land%20Use_041619.pdf.
- . 2019b. "Riverside County General Plan Safety Element." August 6, 2019. https://planning.rctlma.org/Portals/14/genplan/2019/elements/Ch06_Safety_080619.pdf.
- Riverside County Historical Commission. 2008. "Riverside County Historical Landmarks."
- Riverside County Regional Park & Open-Space District (RivCoParks). 2010. "Harford Springs Reserve Trail Map." September 2010. https://91b31c0b-1091-4eec-9e42-ea65eb874be8.filesusr.com/ugd/691623_5a05444b040a4da3b0b48de2ff777c65.pdf.
- South Coast Air Quality Management District (SCAQMD). 2019. "South Coast Air Quality Management District Air Quality Significance Thresholds." <http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf>.
- State of California Governor's Office of Planning and Research. 2017. "Technical Advisory on Evaluating Transportation Impacts in CEQA." November 2017. http://opr.ca.gov/docs/20171127_Transportation_Analysis_TA_Nov_2017.pdf.
- U.S. Environmental Protection Agency (USEPA). 2019. "Current Nonattainment Counties for All Criteria Pollutants | Green Book." 2019. <https://www3.epa.gov/airquality/greenbook/ancl.html>.
- U.S. Fish and Wildlife Service (USFWS). 2019. "National Wetlands Inventory Mapper." January 2019. <https://www.fws.gov/wetlands/Data/Mapper.html>.
- Wood Environment & Infrastructure Solutions, Inc. (Wood). 2020. "Harford Springs Day-Use Staging Area Project Delineation of Jurisdictional Waters."

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PKARC-0247

REQUEST FOR BIDS FOR CONSTRUCTION IMPROVEMENTS HARFORD SPRINGS RESERVE STAGING AREA PROJECT

21470 GAVILAN
ROAD PERRIS, CA
92570

January 12, 2020



Prepared by:

Riverside County Regional Park and Open-Space District

4600 Crestmore Road
Jurupa Valley, CA. 92509
(951) 955-4300 Fax (951) 955-1383

Kyla Brown
General Manager

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HARFORD SPRING RESERVE STAGING AREA PROJECT,
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SECTION 1

NOTICE INVITING BIDS

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District ("DISTRICT") invites sealed bids for construction improvements of the following project ("Work" or the "Project"):

Harford Springs Reserve Staging Area Project (PKARC 0247),
located at 21470 Gavilan Road, Perris, CA 92570

The DISTRICT is seeking bids for a project that is not to exceed \$400,000 dollars in construction cost. The DISTRICT has completed the bid set and the specifications for the development of an equestrian based staging area that will include: the creation of an approximately 1.8-acre day-use parking and staging area (Project site) in the southeast corner of the Park, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day-use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables.

Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.

The performance period for this project including all project submittals, reviews, and actual construction will last no more than one hundred and eighty (180) calendar days or by September 30, 2021, whichever comes first. This is including project completion, punch list, and issuance of the Notice of Completion.

On or after January 12, 2021 complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at www.e-arc.com. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attention: Luis Medina, Buyer II
Fax: 951-955-4726
lumedina@rivco.org
See www.rivcoparks.org for DISTRICT information.

There will be a mandatory pre-bid meeting held on January 19, 2020 at 10:00 am, however prospective bidders are encouraged to visit the site and review the area. Due to COVID-19 restrictions, this meeting may be switched to a Virtual meeting. If the PRE-BID Meeting is virtually conducted, all parties who have RSVP will be sent the link and log in information. **The reserve is located at 21470 Gavilan Road, Perris, CA 92570.** It is important that potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner, and how this will affect the bid amount.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
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RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents.

All bids are due no later than **2:00 PM, Tuesday, February 2, 2021. Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Due to COVID restrictions, public opening of Bids will be conducted via video conference. All parties who have submitted a Bid will be sent the link and log in information Bids may also be submitted via email to Parks-Purchasing@rivco.org

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

The awarded prime contractor shall post job site notices as prescribed by regulation at start of contract. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner, in the manner as required in Labor Code Section 1771.4.

In accordance with the provisions of California Public Contract Code Section 3300, the DISTRICT requires that the Bidders possess, at the time of submitting a bid for this project, at the time of award of a contract for the Project, and at all times during the Work, the following classifications of California Contractors License: "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. Contractors whether General Contractor or specialty contractor proposed in this bid must hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the appropriate license classifications required by applicable laws for the classifications of the work to be performed and be registered with the California Department of Industrial Relations. It is the responsibility of the Bidder to review the bid package and ensure that all licenses required to perform the Work contained herein have been obtained and are current, including checking to make certain a subcontractor listed possesses the appropriate license for the specialty subcontracted

This project requires the payment of prevailing wages and certified payroll.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The awarded prime contractor shall post all pertinent wage determinations on the jobsite at all times and shall post job site notices prescribed

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
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by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775, 1776, and 1777.5.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

Substitution of securities for any moneys withheld by DISTRICT shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: **Luis Medina, Buyer II, at lumedina@rivco.org or Fax: 951-955-4319,**

Kecia Harper
Clerk to the Board of Directors

SECTION 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

Construction Improvements for Harford Springs Reserve Staging Area Project (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570.

A. Form of Bid

The bid must be made on the attached Bid Form which must be completely filled in, sealed, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a bidder's security in the form of cash, a certified or cashier's check payable to the DISTRICT in an amount not less than 10% of the amount bid (including all Bid Alternates) or a Bid Bond in the amount equal to at least ten percent (10%) of the total amount bid (including all Bid Alternates) and duly executed by an admitted surety insurer, using the form provided herein,. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

B. Submission of Bid

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for: **Construction Improvements for Harford Springs Reserve Staging Area Project (PKARC 0247), located at 21470 Gavilan Road, Perris, CA 92570** must state the name and address of the submitting contractor. Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

C. Contract Documents

The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding and Contract Documents, including without limitation, the Drawings, Plans, Specifications, Instructions to Bidders and Bidding Documents, and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination, and violations of any applicable laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period of performance for construction required by the Bidding Documents.

D. Contractor's License

A contractor submitting a bid for this project shall have a current **California Class "A" Engineering Contractor license or a Class "B" General Contractor license, with the appropriate Class "C" Specialty Class license(s), "C" license or demonstrated list Subcontractors holding the necessary class license will be accepted. All subcontractors** proposed in this bid must hold current, active, in good standing and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

E. Interpretation of Documents

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the DISTRICT. All interpretations of, or

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
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RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

changes to, the Contract Documents shall be in writing only and issued by the DISTRICT in the form of a written addendum. No other interpretations or changes shall be valid or binding.

F. Addenda

DISTRICT reserves the right to issue addenda to the Contract Documents at any time prior to Seventy-Two (72) hours before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.

ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

G. Inspection of the Site

Bidders must carefully and thoroughly examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. **No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.**

The site is available to Contractors during regular business hours of 7:00 a.m. to 5 p.m., Monday - Friday.

H. Qualification of Bidders

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) give satisfactory assurance to the DISTRICT of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A Contractor may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
2. Contractor is required to provide a current and complete list of all construction related litigation that their company has been involved in during the last ten years, including work

that was performed by the Principal owners of the company under a different company name or as subcontractors.

3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2016 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2016 California Amendments; Part 8, Title 24; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
4. All Contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
5. A bid shall be rejected, and a bidder shall be disqualified to bid a DISTRICT project, if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the DISTRICT.
6. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager, consultant, the consultant inspector, the landscape architect and the DISTRICT.
7. By submitting bid, bidder indicates to DISTRICT that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
8. DISTRICT reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of DISTRICT's request. Failure to do so may be treated by DISTRICT as grounds to reject Bidder's Bid. Failure by the DISTRICT to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

I. Disqualification of Bidders

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. If there is

any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

J. Award of Contract

The DISTRICT reserves the right to reject any or all offers, to waive any immaterial irregularity, discrepancy or technicality.

1. The award of the contract, if awarded, will be based on the Total Bid Amount. The lowest bid shall be the lowest total of the bid prices on the base contract that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

It will be awarded to the lowest responsive and responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the DISTRICT from adding or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

2. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the DISTRICT, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the DISTRICT.
3. Contractor will cooperate with the DISTRICT to verify that an apparent low bid is responsible by submitting all documentation requested by the DISTRICT for this purpose.
4. The DISTRICT reserves the right to accept any or all alternate bid items.
5. Following public opening and reading of Bids, the DISTRICT will issue a Notice of Intent to Award identifying the name of the Bidder to whom the DISTRICT intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The DISTRICT may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.
6. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the DISTRICT shall execute the Contract and return it to the DISTRICT within

ten (10) Calendar days after issuance by DISTRICT to Bidder of the Construction Contract from the DISTRICT and prior to execution of the Construction Contract by DISTRICT.

K. BID PROTEST

Any Bidder submitting a Bid to the DISTRICT may file a protest of the DISTRICT's proposed Award of the Construction Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.

The bid protest is both: Filed with and received by the Clerk of the Board at the following address, 4080 Lemon St., 1st Floor Riverside, CA 92501, less than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file the bid protest as fore stated shall constitute grounds for the DISTRICT's denial of the bid protest without consideration of the grounds stated therein.

2. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
3. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
4. The Contract shall not be binding upon the DISTRICT until it has been awarded by the Board of Directors for the DISTRICT and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the DISTRICT and the execution of an Agreement by the DISTRICT Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, DISTRICT shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

L. Return of Guarantee

Bid bonds, cash or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond is exonerated.

M. Bonds

All bonds submitted by the CONTRACTOR for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A" or better in the current issue of "Best's Insurance Guide".

The Performance and Payment Bonds shall each be in an amount not less than 100 percent of the total amount of the Construction Contract.

N. Period of Performance

The performance period for this project including all project submittals, reviews and actual construction will last no more than one hundred and eighty (180) calendar days or by September 30, 2021, whichever comes first. This is including project completion, punch list and issuance of the Notice of Completion.

O. Liquidated Damages

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of **Two Hundred Dollars (\$200)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated until Contractor completes the Project. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the contract. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85

P. Alteration or Changes to the Agreement

The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

SECTION 3

BID DOCUMENTS

BID FORM

To: The Governing Board of the Riverside County Regional Park and Open-Space District

Date: _____

Bidder: _____
(Full Legal Business Name)

NOTE: BID FORM includes pages 15-27. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully and thoroughly examined the site and the Contract Documents for the **Construction Improvements for Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, Bidder agrees and understands that:

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within five (5) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

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9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,
YOUR BID WILL BE REJECTED.**

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for **Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

Base Bid: _____ dollars (\$ _____),
(in words)

including all applicable taxes, licenses, Bonds , contingency AND Course of **Construction Builders Risk Insurance.**

C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND ANY BID ALTERNATES):

_____ dollars (\$ _____),

including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

2. DESIGNATION OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the subcontractor name and location of the place of business, describe the portion of the work, public works contractor registration number issued pursuant to Labor Code Section 1725.5 and the California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work according to detailed drawings in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same service portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
 21470 GAVILAN ROAD, PERRIS, CA 92570
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

In the event of an inadvertent error in listing the California contracting license number or the public works contractor registration number issued pursuant to Labor Code Section 1725.5, Bidder shall have up to twenty four (24) hours after bid opening to provide the correct license number or registration number of a listed subcontractor pursuant to Public Contract Code section 4104. Such an inadvertent error shall not be grounds for filing a bid protest or grounds for considering nonresponsive if the corrected number is provided within 24 hours and the corrected number corresponds with the submitted name and location for that subcontractor.

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by DISTRICT must be provided by bidder

PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE FAX
			PH:
			Email:
			PH:
			Email:

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
 21470 GAVILAN ROAD, PERRIS, CA 92570
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE EMAIL
			PH:
			Email:
			PH:
			Email:

Note: If additional space is needed attach a separate sheet and note on page 29 of this Bid Form if a sheet is or sheets are attached.

3. ADDENDA

Bidder acknowledges receipt of the following addenda:

4. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: _____

TITLE: _____

DATE OF INSPECTION: _____

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed.

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/EMAIL
1.			PH:
			Email:

2.			PH:
			Email:
3.			PH:
			Email:
4.			PH:
			Email:
5.			PH:
			Email:

6. Additional Pages:

CONTRACTOR has attached the following additional pages to this bid form:

7. LICENSE AND REGISTRATION

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s) and Bidders must have a current registration with the Department of Industrial Relations (DIR) in order to bid on public works projects. Proof of registration is required

License Class: _____

License No: _____

Expiration Date: _____

Department of Industrial Relations Registration Number: _____

8. BIDDER DATA:

Full legal name of firm: _____

Name under which firm
 conducts business: _____

Address: _____

Phone: _____

Email: _____

Type of Organization (corporation, partnership, etc.):

Person(s) authorized to sign for Bidder: _____

Note: If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Contractor's license number: _____

License Classification(s): _____

Expiration date: _____

Department of Industrial Relations Registration Number: _____

9. BIDDER SIGNATURE

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

1. _____, "CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District, "DISTRICT,"** for the construction of the public work for **Construction Improvements for Harford Springs Reserve Staging Area Project** (PKARC 0247), located at 21470 Gavilan Road, Perris, CA 92570, in accordance with the Notice Inviting Bids from DISTRICT.

2. _____, a _____ corporation, "Surety", is the surety of this bond.

Agreement:

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) DISTRICT rejecting CONTRACTOR's bid; or, (2) if CONTRACTOR's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which DISTRICT may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

(Seal)

(Seal)

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date], at ___[city], ___[state]."

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Bidder]

[Office or Title]

Iran Contracting Act Certification

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a DISTRICT contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

(Name of Contractor)

By:

(Name of Signer)

(Signature)

(Title)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: between County of Riverside ("County")
and ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: _____

Contractor Name: _____

Signature: _____

Print Name: _____

Title: _____

VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

As a prime or subcontractor on one or more public works projects, you are subject to the requirements of the State of California's Senate Bill 854 (SB-854). This notice serves as a reminder of the requirements of the bill and the phases for compliance established by the bill.

All contractors, regardless of tier, must be registered with the State of California Department of Industrial Relations in order to bid or work on any public works project.

- This is an annual registration that expires June 30 of every year.
- If your registration expired on June 30, 2015, you must renew it before January 1, 2016, or pay a penalty of \$2,000 if you renew after that date. See the News Release No.: 2015-117 from the California Department of Industrial Relations, here: <http://www.dir.ca.gov/DIRNews/2015/2015-117.pdf>

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of Riverside ("County") and _____ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ the
County of Riverside ("County") and _____
("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of Riverside ("County") and _____ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

SECTION 4

CONSTRUCTION CONTRACT AND RELATED DOCUMENTS

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on _____, by and between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and _____, a _____, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and DISTRICT has awarded the Contract to Contractor said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
 - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - e. Any change orders issued for the project;
 - f. Any additional or supplemental specifications or drawings issued for the project; and
 - g. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.
5. Contract Time: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the District, and all payments have been made to Contractor. All work is to be completed no later than September 30, 2021.
6. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

Base Bid: _____ dollars (\$ _____),
(in words)

including all applicable taxes, licenses, Bonds , contingency AND Course of **Construction Builders Risk Insurance.**

B. BID ALTERNATES:

C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND BID ALTERNATES):

_____ dollars (\$ _____),
(in words)

including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

Dated: _____

**OWNER:
RIVERSIDE COUNTY REGIONAL PARK and
OPEN-SPACE DISTRICT**

**APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL**

By: _____
Kevin Jeffries
Chairman
Board of Directors

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

DATE: _____

DATE: _____

**ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM**

By: _____
Deputy

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

(Page 1 of 2)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: BID # PKARC 0247 ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project: **Harford Springs Reserve Staging Area Project**.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

PAYMENT BOND

Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

(Proper name of Principal)

(Corporate Seal of Principal, if
Corporation)

By:

Signature of Principal authorized representative

Print or type authorized representative's Name

Print or type Principal's Address

(Corporate Seal of Surety)

Surety

By:

Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.

PERFORMANCE BOND
(Public Work – Public Contract Code Section 20129 (b))
(Page 1 of 3)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: PKARC 0247 ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project: **Harford Springs Reserve Staging Area Project**, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District

PERFORMANCE BOND
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as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

(Remainder of page intentionally left blank)

PERFORMANCE BOND
(Page 3 of 3)

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

(Corporate Seal of Principal, if Corporation)

(Proper name of Principal)

By:

Signature of Principal authorized representative

Print or type authorized representative's Name

Print or type Principal's Address

(Corporate Seal of Surety)

Surety

By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.

SECTION 5

GENERAL PROVISIONS

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21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

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ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Where the words “**equal**,” “**approved equal**,” “**equivalent**,” or words of similar import are used, it shall be understood such words are followed by the expression “**in the opinion of the DISTRICT**”. Where the words “**approved**,” “**approval**,” “**acceptable**,” “**acceptance**,” or words of similar import are used, it shall be understood that the approval, acceptance, or similar action of the DISTRICT is intended.

ACT OF GOD - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

ACCEPTANCE - Acceptance is when the DISTRICT determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the CONTRACTOR after execution by the DISTRICT. Upon receipt of the Notice of Completion, the CONTRACTOR will be relieved of the duty of protecting the work, and the DISTRICT will initiate final settlement and payment.

ARCHITECT/ENGINEER - The use of the term Architect/Engineer shall mean the individual, partnership, corporation, association or joint venture contracted by the DISTRICT for the design of this Work, as designated on the title sheet of these specifications and Contract Documents. For this project the Architect/Engineer is the TR Design Group, Riverside, CA.

BENEFICIAL OCCUPANCY - The right of the DISTRICT to occupy all or any portion of the project prior to final acceptance of the Work. Such occupancy does not constitute acceptance or completion by the CONTRACTOR of the Work or any portion thereof, nor will it relieve the CONTRACTOR of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

CHANGE ORDER - A Change Order is the document issued by the DISTRICT authorizing any change or adjustment to the Contract Documents in accordance with Article 7 of this Contract.

CONTRACT - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

CONTRACT DOCUMENTS - Contract documents consist of (a) the Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) add alternates accepted by the DISTRICT; (f) exhibits; (g) appendices; (h) the Bid Bond; (i) the Payment Bond; (j) the Performance Bond; (k) all applicable State and Federal requirements; (l) the General Provisions; (m) the Special Provisions (Technical Specifications); (n) Plans and Drawings; (o) any addenda issued for the project; (p) any change orders issued for the project; (q) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; and (r) meeting minutes and any other documents contained in the Contract Documents Project Manual for the Project.

CONTRACT DRAWINGS - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the DISTRICT and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms

of the Contract by the CONTRACTOR to the DISTRICT during the progress of the Work, which are accepted by the DISTRICT.

CONTRACTOR'S AGENT - The representative of the CONTRACTOR, approved by the DISTRICT, who shall be present at the Work and be authorized to receive and act upon instructions from the DISTRICT and to execute and direct the Work on behalf of the CONTRACTOR.

CONTRACTOR - When used herein, CONTRACTOR means the prime or principal CONTRACTOR licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the CONTRACTOR. The prime or principal CONTRACTOR shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

DISTRICT – Refers to the Riverside County Regional Park and Open-Space District, the County of Riverside and their respective authorized representatives as specified in writing. The DISTRICT provides representatives who are responsible to administer the construction contract.

CRITICAL PATH METHOD (CPM) - "Critical Path Method" is a schedule technique which identifies vital tasks that directly depend on each other.

DAY - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

FIELD ORDER – The form used by the PA and the PM to give additional instruction to the CONTRACTOR that does not impact the cost or duration of the Work.

INSPECTOR - Refers to the Chief Inspector for the inspection firm in charge of all inspections and inspectors.

INSTALL - When used herein "install" shall mean the complete installation in place of any item, equipment, or material.

MATERIAL - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

NOTICE OF COMPLETION - The Notice of Completion (NOC) shall be issued at that point in the Contract when the CONTRACTOR has completed all Work required in the Contract Documents. The time for issuance shall be determined by the DISTRICT through a final inspection. The NOC shall be issued by the Board of Supervisors.

NOTICE TO PROCEED - The Notice to Proceed is the written notification from the DISTRICT giving the CONTRACTOR notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

PA - Refers to the project architect/engineer (Architect, Engineer or Landscape Architect) representing the firm contracted with the DISTRICT and responsible for the design of the project.

PLANS - Means the portion of the Contract Documents consisting of all drawings prepared for the work.

PM - Means the project manager representing the DISTRICT.

PROVIDE – Means to purchase material and bring to the site.

REQUEST FOR CHANGE ORDER – (RFCO) The form submitted by the CONTRACTOR to the DISTRICT giving a detailed quote for possible changes in the Work.

REQUEST FOR INFORMATION - (RFI) The form and procedure established for communication between the CONTRACTOR and the DISTRICT to clarify or interpret the Contract Documents.

SHALL - When used herein "shall" means anything which is mandatory to be performed by the CONTRACTOR.

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with CONTRACTOR or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

SUBSTANTIAL COMPLETION, SUBSTANTIALLY COMPLETE - "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work: 1. Such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work); 2. All permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use such Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and 3. All building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.

SUBSTANTIAL COMPLETION PUNCH LIST - "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

WORK - The term "Work" refers to the services and materials described by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction

1.2 AUTHORITIES AND LIMITATIONS

- 1.2.1 The Board of Directors alone have the power to bind the DISTRICT and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.
- 1.2.2 Neither the Contract, nor any part thereof, nor moneys due, or to become due there under, may be assigned by the CONTRACTOR without the prior written approval of the DISTRICT, with the exception of the assignments to DISTRICT, which may be required under the terms of this Contract.

1.3 DOCUMENTS OF CONTRACTOR

Upon demand by DISTRICT, CONTRACTOR shall make available to DISTRICT all documents in its possession related to the work accomplished or to be accomplished. This includes copies of documents prepared by CONTRACTOR or others in its possession. CONTRACTOR shall maintain in its possession all documents related to the Work for five (5) years after recordation of Notice of Completion.

- 1.3.1 The CONTRACTOR is required to provide the PM, the Inspector and the DISTRICT with copies of their Daily Reports to include the following information, but not limited to: the names of each employee on the project site every day, their craft, and the number of hours each employee spends on site each day, the equipment being used on site each day and the number of hours each piece of equipment is used and by whom, a description of the work performed by the CONTRACTOR each day in as much detail as required by the PM. The PM, DISTRICT and Inspector are to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

1.4 LEGAL REQUIREMENTS

- 1.4.1 CONTRACTOR shall keep informed of, and comply with, all Federal, State and local laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the CONTRACTOR from complying with such applicable statutory requirements.
- 1.4.2 If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the CONTRACTOR shall notify the DISTRICT at once in writing. If, before receiving clarification, CONTRACTOR performs any portion of the Work affected by such apparent conflict, such performance shall be at CONTRACTOR's own risk. CONTRACTOR shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.
- 1.4.3 All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:

Uniform Building Code
Uniform Plumbing Code
Uniform Mechanical Code
Uniform Fire Code
State Fire Marshal
State Industrial Accident Commission's Safety Orders
Rules of Local Utilities

1.4.4 Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the CONTRACTOR. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

1.4.5 By submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the CONTRACTOR and/or subcontractor do offer and agree to assign the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

1.5 STANDARD REFERENCES

1.5.1 All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.

1.5.2 Whenever reference is made to any particular document or publication, the CONTRACTOR shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

1.6 PERMITS, LICENSES, FEES & TAXES

1.6.1 CONTRACTOR shall obtain any required building permits. DISTRICT will pay for any required building permits. The CONTRACTOR shall obtain all other permits and licenses required for the Work, including excavation permit, plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County. DISTRICT shall pay for all other permits and licenses required for the Work.

Exclusive of off-site inspection specified herein to be the DISTRICT's responsibility, the CONTRACTOR shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.

- 1.6.2** Before Acceptance of the project by the DISTRICT, the CONTRACTOR shall submit all licenses, permits, and certificates of inspection to the DISTRICT.

DISTRICT shall pay for any necessary property assessments, sewer connection fees, utility fees, or any other special charges levied by public entities.

- 1.6.3 Sales and Payroll Taxes:** Each CONTRACTOR, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

1.7 SEPARATE CONTRACTS

- 1.7.1** The DISTRICT reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other work on the site. The CONTRACTOR shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workmen of the DISTRICT or any other contractor engaged by the DISTRICT at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the DISTRICT whose decision relative to said use shall govern.

- 1.7.2** The CONTRACTOR shall afford the DISTRICT and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate CONTRACTOR's Work with the DISTRICT's and separate contractors.

- 1.7.3** If any part of the CONTRACTOR 's Work depends for proper execution or results upon the work of the DISTRICT or any separate contractor, the CONTRACTOR shall inspect and promptly report to the DISTRICT any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the DISTRICT's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the CONTRACTOR's Work.

- 1.7.4** Should the CONTRACTOR cause damage to the work or property of any separate contractor on the Project, the CONTRACTOR shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the DISTRICT because of any damage alleged to have been so sustained, the CONTRACTOR agrees to indemnify and defend the DISTRICT in such proceedings with the DISTRICT retaining the right to select and hire independent counsel for the DISTRICT paid by the CONTRACTOR.

- 1.7.5** Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

1.8 DISTRICT'S AUTHORIZED REPRESENTATIVES: PROJECT MANAGER, INSPECTION FIRM, MATERIAL TESTING COMPANY, AND PROJECT ARCHITECT

- 1.8.1 Project Manager:** DISTRICT shall employ a project manager (PM) who will act as its representative on site for the Project, and who will provide management of the work included in the Project.

The PM employed by the DISTRICT will be the authorized DISTRICT representative on site. All normal, daily communication between the DISTRICT and the CONTRACTOR will be through the PM.

- 1.8.2 Inspection Firm:** The inspection firm hired by the DISTRICT shall be the daily inspection team for the project. The inspection firm is represented by a Chief Inspector (the Inspector). The Inspector is the individual manager of the inspection team. All other inspectors used by the Inspection Firm shall communicate through the Inspector and not to the CONTRACTOR or County directly. CONTRACTOR must comply with the requirements of the Contract Documents as interpreted by the Inspector. Any act or omission of the Inspector does not relieve or alter any duty of the CONTRACTOR.

The Inspector is not authorized to make or sanction any changes in the Contract Documents or CONTRACTOR's responsibilities except in the case of an emergency. No act or omission of the Inspector relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

The Inspector shall have the right to inspect the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

The CONTRACTOR is required to provide the Inspector with all the information the Inspector needs to fill in his/her Daily Reports including, but not limited to, the names of each employee on the project site every day, their craft and the number of hours each employee spends on site each day, the equipment being used on site each day and the number of hours each piece of equipment is used and by whom, and a description of the work performed by the CONTRACTOR each day in as much detail as required by the Inspector. Inspector is to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

On the basis of his inspections, Inspector shall keep the DISTRICT informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction, nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

The inspector from the DISTRICT or County of Riverside is the official inspector. He/she will perform all official inspections and issue Certificates of Occupancy. The CONTRACTOR is to direct ALL requests for inspection (for a Riverside County inspector or for the consultant inspector) through the PM. The consultant inspector will act in support of, and in concert with, the Riverside County inspector. The PM will coordinate all inspections.

- 1.8.3 Material Testing Company:** The DISTRICT will provide a materials testing company for all testing required on the project. Required tests will be determined by the Inspector and shall be per the Contract Documents. One round of all required testing will be paid for by

the DISTRICT. If any tests fail, CONTRACTOR must pay for the re-testing. Re-testing must be performed until test is passed, at CONTRACTOR's expense.

Material testing personnel are not authorized to make changes to the Contract Documents or to give direction directly to CONTRACTOR except in cases of emergency (when life safety is an issue).

- 1.8.4 Engineer:** The DISTRICT has retained TR Design Group, Riverside, CA as its engineer (PA) for this project. The PA will advise and consult with the PM and the DISTRICT and will issue instructions through the PM. The PA will interpret the requirements of the Contract. When requested by the DISTRICT, the PA will, within fourteen (14) calendar days, render such interpretations as may be deemed necessary for the proper execution of the Work.

Staff from the PA's firm are not authorized to give direction directly to CONTRACTOR except in the case of an emergency (when life safety is an issue).

The PA shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work, nor will the PA be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

1.9 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by CONTRACTOR or by any subcontractor subject to any chattel mortgage, conditional sale contract or other agreement by which an interest is retained by the seller.

1.10 ASSIGNMENT OF CLAIMS

In submitting a bid on this project, CONTRACTOR or any subcontractor or supplier agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or a subcontract. This assignment shall be made and become effective at the time the DISTRICT makes final payment to CONTRACTOR without further acknowledgment by the parties.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following acceptance of all work.

2.2 BONDS

- 2.2.1 General Requirements:** Before commencing any Work under this Contract, the **CONTRACTOR** shall file four (4) original copies of each bond with the DISTRICT. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- i. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

- ii. Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

And

- iii. All Bonds will be furnished in favor of the DISTRICT as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated:

Should any surety or sureties upon said bonds or any of them become insufficient, CONTRACTOR shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the DISTRICT that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

2.2.2 Performance Bond: The successful Bidder shall deliver to the DISTRICT an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

2.2.3 Payment Bond: The successful Bidder shall deliver to the DISTRICT an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

2.3 DEPOSIT OF SECURITIES: In accordance with Public Contract Code Section 22330 and other applicable law, CONTRACTOR may substitute securities for any moneys withheld to ensure performance under the contract. Any proposed substitution will be made only upon implementing agreements which have had the prior written approval of the DISTRICT.

2.4 INSURANCE REQUIREMENTS

The CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under this section, has satisfactory proof of such insurance has been submitted to the DISTRICT, and said insurance has been approved by the DISTRICT and its legal adviser. All insurance must be issued by companies properly licensed to issue such insurance in the State of California.

Except for Workers' Compensation Insurance, the DISTRICT (including its officers, employees, agents and independent contractors) and the County of Riverside (including its officers, employees, agents, and independent contractors) are hereby declared and named to be additional insured under the terms of this policy, as to activities of both the DISTRICT and the County of Riverside in respect to the Project. Thirty (30) days prior written notice shall be given to the DISTRICT, and County of Riverside of any modification, decrease or termination of the CONTRACTOR's insurance coverage.

The CONTRACTOR shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

The following insurance is required:

2.4.1 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT.

2.4.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the DISTRICT and the County, its Agencies, DISTRICTS, Special Districts, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives as additional Insureds.

Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

2.4.3 Builders Risk Insurance: The CONTRACTOR shall obtain and maintain in force during the term of this Agreement, at its own expense, a Builders' Risk Insurance policy, covering contractor's labor, materials and equipment to be used for completion of the work performed under this contract, and which shall insure against all risks of physical loss and/or damage, subject to normal policy exclusions, to all buildings, structures, materials, and real property on site, excluding earthquake and flood, which are intended to be, or have already been incorporated into and forming part of the Project, whether or not such buildings, structures, materials, or real property will have been supplied or made available to Contractors by DISTRICT, for an amount equal to the full amount of the contract improvements. The Builders' Risk policy shall be endorsed to add Contractors of any tier as additional named insureds', as their interests may appear and to waive the carrier's right of recovery under subrogation against the Riverside County Regional Park and Open-Space District and all other Contractors of any tier whose interests are insured under such policy. Unless required otherwise by DISTRICT, claims under Builders' Risk insurance provided are subject to a Contractor Claims Obligation of ten thousand dollars (\$10,000) per occurrence. If a claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the Contractor Claims Obligation up to \$10,000 All Builders' Risk losses will be adjusted with and payable to the DISTRICT or the Designee for the benefit of all parties as their interest may appear. The DISTRICT shall not be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier. The CONTRACTOR is responsible for all deductibles associated with its Builders' Risk insurance policy as it relates to the Project.

- 2.4.3 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County, its Agencies, DISTRICTs, Special Districts, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 2.4.4 Property and Product Insurance:** Property and Product Insurance for the facility shall be provided by the through the life of the project in the amounts of \$1,000,000 per each occurrence and \$1,000,000 generate aggregate limit.
- 2.4.5 Fire Insurance:** Provide Fire Insurance in the amount not less than 90% of the full insurable value of all of the insurable components of the project.
- 2.4.6 General Insurance Provisions - All lines:**
- 2.4.6.1** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District's Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2.4.6.2** The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the District's Risk Manager, CONTRACTOR's carriers shall either a) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 2.4.6.3** CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the DISTRICT with either a) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and b) if requested to do so orally or in writing by the District's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT and County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original

copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.*

- 2.4.6.4** It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the DISTRICT or the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 2.4.6.5** If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 2.4.6.6** CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 2.4.6.7** The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT and the County of Riverside.
- 2.4.6.8** CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

2.5 INDEMNITY AND HOLD HARMLESS

- 2.5.1** CONTRACTOR agrees to and shall indemnify and hold the DISTRICT and County, its Directors and Officers, Special Departments, Districts, Board of Supervisors and/or Supervisors, elected officials, employees, agents, and representatives of County of Riverside free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the DISTRICT and/or the County or any officer or employee of said DISTRICT or County, other than the sole active negligence or willful misconduct of the DISTRICT or County, its Directors and Officers, Special Departments, Districts, Board of Supervisors/Directors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, the DISTRICT and the

County, its Directors and Officers, Special Departments, Districts, Board of Supervisors/Directors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

- 2.5.2 If any such claim, action, or proceeding is brought against the DISTRICT, the County or their respective officers, agents, employees, independent contractors, the CONTRACTOR, upon notice from the DISTRICT or County, shall defend the same at CONTRACTOR's expense by counsel satisfactory to DISTRICT.
- 2.5.3 The DISTRICT and/or the County shall promptly notify CONTRACTOR of any claim, action, or proceeding against DISTRICT, County or their respective officers, agent's employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. DISTRICT and County shall cooperate fully in the defense of such claim, action, or proceeding.
- 2.5.4 DISTRICT and/or County shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the DISTRICT and the County.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

CONTRACTOR understands, acknowledges and agrees that the purpose of prompt notification to the DISTRICT pursuant to the provisions herein is to allow the DISTRICT to investigate the conditions so that the DISTRICT shall have the opportunity to decide how the DISTRICT desires to proceed as a result of any differing conditions that may be discovered. Accordingly, failure of CONTRACTOR to promptly notify the DISTRICT in writing, pursuant to these provisions, shall constitute CONTRACTOR's waiver of any claim for damages or delay incurred as a result of the conditions.

- 3.1.1 The CONTRACTOR shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of CONTRACTOR's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2 The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by DISTRICT. The CONTRACTOR shall promptly report in writing to DISTRICT any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by CONTRACTOR.
- 3.1.3 If CONTRACTOR performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of DISTRICT, CONTRACTOR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

- 3.1.4 The DISTRICT will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the CONTRACTOR to proceed with the Work.
- 3.1.5 The CONTRACTOR shall provide competent engineering services to lay out the Work, horizontally and vertically, and all parts thereof, and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6 The CONTRACTOR shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the written approval of the DISTRICT. Any benchmarks or monuments that are lost or destroyed shall be replaced by the CONTRACTOR subsequent to notification and approval from DISTRICT.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The CONTRACTOR acknowledges by submission of his/her bid that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the CONTRACTOR. Any failure of the CONTRACTOR to take the actions described and acknowledged in this paragraph will not relieve the CONTRACTOR from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the DISTRICT.

3.3 DIMENSIONS AND MEASUREMENTS

All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place shall be verified and calculated by the CONTRACTOR by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the DISTRICT before any work affected thereby has been performed. Failure to notify the DISTRICT before starting work will be considered acceptance by the CONTRACTOR. Where doubts as to dimensions exist, DISTRICT shall determine the correct dimensions.

3.4 EXISTING UTILITY LINES

Pursuant to Government Code Section 4215, DISTRICT assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of DISTRICT or the owner of the utility to provide for removal or relocation of such utility facilities.

- 3.4.1 Locations of existing utilities provided by DISTRICT shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. DISTRICT shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

- 3.4.2** No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require DISTRICT to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.
- 3.4.3** If Contractor, while performing Work under this Contract, discovers utility facilities not identified by DISTRICT in Contract Plans and Specifications, Contractor shall immediately notify the DISTRICT and the utility in writing. The cost of repair for damage to abovementioned visible facilities without prior written notification to the DISTRICT shall be borne by the Contractor.

3.5 TRENCHES

Pursuant to California Public Contract Code Section 7104, when the Project Work involves digging trenches or other excavations that extend deeper than four feet below the surface, then the Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

- 3.5.1** Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 3.5.2** Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- 3.5.3** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- 3.5.4** The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

ARTICLE 4 CONTRACT DURATION – PERIOD OF PERFORMANCE

The performance period for this project including all project submittals, reviews and actual construction will last no more than one hundred and eighty (180) calendar days or by September 30, 2021, whichever comes first. This is including project completion, punch list and issuance of the Notice of Completion. All work is to be completed no later than September 30, 2021 to ensure the Staging Area is open for public use.

ARTICLE 5 SCHEDULES

5.1 SCHEDULE OF VALUES (SOV)

During the First Period of Performance CONTRACTOR shall submit to PM a draft SOV within five (5) calendar days of receipt of the First Period of Performance Notice to Proceed. The PM, PA and DISTRICT will review the draft SOV and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the SOV as necessary to obtain approval from the PM, PA and DISTRICT. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance.

The SOV shall be based on the Bid Form and Construction Specifications Institute (CSI) divisions found in the technical specifications. Separate line items that do not have CSI numbers in the technical specifications may be used for breaking down large sections of the Work into smaller sections. The SOV shall be broken down into easily quantifiable line items, in a format acceptable to the DISTRICT. Each line item in the SOV shall be assigned a quantity and lump sum price. The SOV shall be provided in the required amount of detail, as determined by the DISTRICT. **The unit prices provided in the SOV shall be the basis for payment and the established unit prices shown in the SOV shall be the basis for all change orders.**

5.2 CONSTRUCTION SCHEDULE (CS)

5.2.1 During the First Period of Performance CONTRACTOR shall submit to PM a draft CS within five (5) calendar day of receipt of the First Period of Performance Notice to Proceed. PM, PA and DISTRICT will review the CS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the CS as necessary to obtain approval from the PM, PA and DISTRICT. CONTRACTOR shall revise and resubmit the CS as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance.

The schedule shall be in the form of a critical path method (CPM) schedule of suitable scale (per the DISTRICT) to indicate appropriately the percentage of work scheduled for completion by any given date during the period. **The line items of the CS must agree with the line items of the SOV.**

Any proposed early completion date shall show the difference between that date and the contract completion date as float, **which shall belong to both the DISTRICT and CONTRACTOR.** The CONTRACTOR shall submit all schedules in the current version of Microsoft Project. CONTRACTOR shall also prepare and submit a two-week, look-ahead schedule at each weekly project progress meeting. The two-week, look-ahead schedule shall show, in detail, the upcoming work activities for the next two (2) weeks.

5.2.2 If, in the opinion of the PM or the DISTRICT, the CONTRACTOR falls behind the approved schedule, the CONTRACTOR shall take steps necessary to improve its progress without additional cost to the DISTRICT. This shall include, but not be limited to, working overtime, working weekends, and using additional crews. Upon written request by the DISTRICT the CONTRACTOR shall, within five (5) calendar days of the request, submit a recovery schedule to the PM for review and approval. The recovery schedule shall detail all steps taken to recover the schedule to its original completion date.

5.3 LONG LEAD ITEM SCHEDULE (LLS)

Within eight (8) calendar days after CONTRACTOR's receipt of the First Period NTP CONTRACTOR will meet with the PM and the PA and determine which items will be considered long lead items. The CONTRACTOR will be responsible to set up this meeting. The standard to be used to determine long lead items will be any material that takes more than three (3) weeks to order.

Within the first ten (10) calendar days after CONTRACTOR's receipt of the First Period of Performance NTP CONTRACTOR will submit a draft LLS. The LLS shall be based on the draft CS. The LLS shall be an Excel document listing each long lead item and having columns for: Technical Submittal Approval Deadline, Shop Drawing Submittal Approval Deadline, Order Deadline and Delivery Deadline.

PM, PA and DISTRICT will review the LLS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the LLS as necessary to obtain approval from the PM, PA and DISTRICT. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and DISTRICT by the end of the First Period of Performance. Complete, approved LLS shall agree with complete, approved CS.

The anticipated lead time for each long lead item will be provided by the CONTRACTOR's material supplier **in writing**. The statement from the material supplier will be stated in the following form: "_____ Co. (the supplier) anticipates that _____ (product) will be available for delivery to the job site within _____ weeks from the date of order." The statement is not meant as a guarantee but as an estimate.

The CONTRACTOR will be required to provide proof that long lead items have been ordered. The proof will be a copy of the receipt from the material supplier showing that the down payment was made, that the order was placed and giving an anticipated delivery date.

The CONTRACTOR is responsible to determine what is a realistic time frame to provide shop drawings and when long lead items shall be needed on the job site. CONTRACTOR shall be required to make all submittals for long lead items per the LLS. Submittal of long lead item shop drawings and proof of long lead item orders shall be line items on CONTRACTOR's pay application. If shop drawings submittals are not made and proof of orders are not submitted as required by the LLS the payment application will be deemed incomplete and the DISTRICT will not accept it for processing.

ARTICLE 6 SPECIFICATIONS AND DRAWINGS

6.1 CORRELATION AND INTENT OF CONTRACT DOCUMENTS: Anything called for in one section of the Contract Documents and not called for in others shall be of like effect as if required and called for by all sections.

6.1.1 Discrepancies: Whenever a discrepancy or inconsistency is found to exist in the Contract Documents, it is the duty of the party discovering it to immediately advise the PM of its existence.

6.1.2 Conflicts Between Contract Documents: In case of conflicts between the Contract Documents, the order of precedence shall be as follows. Order of precedence, in this case, applies to the Project contract documents since both sets are part of the Contract Documents for this project.

1. Modifications or changes last in time are first in precedence
2. Addenda
3. DISTRICT-CONTRACTOR agreement
4. General Conditions
5. Technical Specifications (Special Provisions)
6. Drawings – if conflict exists between dimensions given on drawings and the scaled measurements, the dimensions shall govern, such as between large-scale drawings and small-scale drawings, the larger scale shall govern
7. If conflict exists between the two (2) project documents included in the Contract Documents, CONTRACTOR is to ask for clarification
8. Architectural drawings
9. Mechanical drawings
10. Electrical drawings
11. If conflict arises between detailed drawings and typical details bound within the specifications, the detailed drawings govern
12. Applicable DISTRICT standards unless modified by the Contract Documents
13. Shop drawings
14. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern
15. Schedules shown on the drawings take precedence over conflicting information given on drawings

6.2 TECHNICAL SPECIFICATIONS (SPECIAL PROVISIONS): Technical specifications are produced by the design team. They describe submittals that are required, the materials to be used, and the quality of materials to be used, their proper storage, installation, and execution. They state required testing for each material requiring testing.

Technical specifications are most commonly organized according to the Construction Specifications Institute (CSI) numbering system.

6.3 STANDARD SPECIFICATIONS: The work shall be done in accordance with applicable parts of the 2009 edition of the "Standard Specifications for Public Works Construction" (also known informally as the "Green Book"), as published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034. These provisions shall be referred to as the "Standard Specifications". In case of conflict between the Standard Specifications and these Contract Documents, the provisions of the Contract Documents shall control.

6.4 COPIES OF CONTRACT DOCUMENTS: The DISTRICT will furnish CONTRACTOR with five (5) complete sets of the Contract Documents. Additional sets will be provided to the CONTRACTOR at the cost of reproduction. CONTRACTOR must have one (1) complete set of Contract Documents present at the job site at all times.

6.5 CAPTIONS: Captions used in the Contract Documents are for convenience purposes only, and do not modify the terms or requirements of the Contract Documents.

6.6 AS-BUILT DRAWINGS: CONTRACTOR shall provide and maintain an up-to-date set of as-built plans on site during the course of construction. PM and Inspector shall verify that as-built drawings are up-to-date before signing any pay applications. Pay applications may not be signed by PM and Inspector unless as-built drawings are up-to-date.

Concurrently with completion of the work, CONTRACTOR shall deliver to DISTRICT one (1) complete set of plans correctly depicting the work as-built. The as-built information shall be on one of the five (5) sets of drawings provided to the CONTRACTOR by the DISTRICT at the commencement of work. All work that differs from the Contract Documents shall be marked clearly on the as-built drawings. Wherever appropriate, as-built information shall be dimensioned accurately and clearly. The as-built plans shall be accompanied by CONTRACTOR's certificate that they accurately depict the work as-built.

Whenever changes in the work mean that the Contract Documents do not accurately describe a particular portion of the work as to actual construction, compaction, tolerance, performance standards, tests, or similar matters, CONTRACTOR shall prepare and submit to DISTRICT appropriate supplemental documentation concurrently with completion of the work.

As-built information shall be put into the electronic files by the architectural firm responsible for the design of the project.

ARTICLE 7 SUBMITTALS AND RFIS

7.1 SUBMITTALS

Submittal Requirements: CONTRACTOR shall submit, for approval by the DISTRICT, product samples and technical data as required by the Contract Documents, or as requested by the DISTRICT. No work shall be initiated or fabricated by CONTRACTOR until written DISTRICT approval has been given.

CONTRACTOR shall submit a list of all **long-lead items**. See Section 5.3 Long Lead Items Schedule (LLS).

The CONTRACTOR shall make all submittals within three (3) weeks of receipt of NTP for the first period of performance. See Article 4 Period of Performance.

Five (5) sets of submittals shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of material submitted, indicating the CSI division number, the date and means by which submittal was made.

Submittals shall be complete. **NO PARTIAL SUBMITTALS WILL BE ACCEPTED.** Submittals are defined in each technical submittal section. A complete submittal is one which contains all of the elements required in the technical submittal section.

NO BUNDLED SUBMITTALS WILL BE ACCEPTED. Submittals shall be made by individual CSI division number or by individual material name if no CSI number is given in the technical specifications. Technical submittals from more than one (1) CSI division number or for more than one (1) building material may not be combined into one (1) submittal. Each material must have its own submittal.

All pieces of a submittal shall be marked with the name of the project and with the CSI division number. They shall bear a stamp from the CONTRACTOR, signed and dated. Submittals without a transmittal, project name, CSI division number and/or CONTRACTOR's stamp shall be rejected as incomplete.

CONTRACTOR's stamp indicates that the CONTRACTOR has reviewed the submittal; it is complete, and to the best of CONTRACTOR's knowledge, correct.

Submittals shall be reviewed by the PA within fourteen (14) calendar days from the date that the PA receives the submittals.

If the submittals vary, in any way, from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variation on the transmittal and/or in the submittal documents. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such submittals have been approved.

Approval by DISTRICT of submittals will be general and, except as provided above, shall not be construed: (1) as permitting any departure by CONTRACTOR from the project requirements; (2) as relieving CONTRACTOR of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by DISTRICT.

If submittals are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, and/or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all submittals of this nature using the PM's standard hourly rate. In this case the project manager shall submit a bill to the CONTRACTOR and to the DISTRICT. The bill will be paid by the DISTRICT who will deduct the amount from the CONTRACTOR's monthly payment application amount and pay the PM directly.

The PA will have three (3) weeks from the date of receipt of all technical submittals made in the Period of Performance to review and return them. The CONTRACTOR will have ten (10) calendar days to resubmit all "Rejected" or "Revise and Resubmit" submittals from the date of CONTRACTOR's receipt. The monthly payment applications will include a line for approval of PM stating that timely submittal (or resubmittal) of technical submittals is occurring. If CONTRACTOR does not meet the ten (10) calendar day deadline for resubmittal of all technical submittals, project manager and/or DISTRICT representative will not approve the monthly pay application until the situation is remedied.

7.2 SUBSTITUTIONS: Substitution requests will ONLY be accepted at the pre-construction conference. Substitution requests will comply with the requirements of this section or they will be rejected.

Substitution requests have the same requirements as any submittal. Additionally, CONTRACTOR will provide:

1. The reason CONTRACTOR wishes to make the substitution;
2. The difference, if any, in cost to the CONTRACTOR backed up by statements from suppliers;
3. A list of materials that directly interface with the material that is requested to be substituted;
4. A written analysis, by the CONTRACTOR, of how the requested substitution will affect the interface of the product with the materials with which it interfaces;
5. Backup technical information from manufacturers for any claims made in "4" above; and
6. Technical data from the manufacturer giving all relevant properties of the product.

If a product is discontinued during the course of the project and a substitution must be found, PM will request a substitution packet be submitted in writing. The substitution packet shall follow all requirements of this section.

If a proposed substitution requires a substantial revision of the Contract Documents in order to accommodate its use, it will not be considered.

- 7.3 SHOP DRAWINGS:** CONTRACTOR shall submit, for approval by the Architect/Engineer and DISTRICT, shop drawings required by the Contract Documents, or such drawings that may be requested by the DISTRICT. No work shall be initiated or fabricated by CONTRACTOR until written DISTRICT approval has been given.

Five (5) sets of shop drawings shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of the drawings submitted, the date and means by which they were submitted, and the CSI Division number. Drawings shall be complete in every respect and bound in sets. Drawings shall be marked with the name of the project, the CSI division number, and shall be numbered consecutively.

Shop drawings shall bear a stamp from the CONTRACTOR and be signed and dated. The stamp indicates that the CONTRACTOR has reviewed the drawings and that, to the best of their knowledge, the drawings are correct. CONTRACTOR shall submit shop drawings according to the submittal schedule and in enough time to allow fourteen days review time by the DISTRICT and ample lead time for the product to be manufactured and delivered to the site on time.

If the shop drawings show variations from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variations on the transmittal. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

Approval by DISTRICT of shop drawings will be general and, except as provided above, shall not be construed: (1) as permitting any departure by CONTRACTOR from the project requirements; (2) as relieving CONTRACTOR of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by DISTRICT.

If shop drawings are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all shop drawings of this nature using the PM's standard hourly rate. In this case the PM shall submit a bill to the CONTRACTOR and to the DISTRICT. The bill will be paid by the DISTRICT by deducting the billed amount from the CONTRACTOR's monthly payment application amounts and paying the amount directly to the PM.

- 7.4 BRAND NAME OR TRADE NAME—SUBSTITUTION OF EQUALS:** Whenever any materials, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" except where the product is designated to match other products and is so specified. If CONTRACTOR wishes to substitute an "or equal" for a brand or trade named product, CONTRACTOR must submit a substitution request per SUBSTITUTION section.

ARTICLE 8 CHANGES TO CONTRACT

8.1 REQUESTS FOR INFORMATION (RFIs): The CONTRACTOR will use the DISTRICT's RFI form.

Whenever the CONTRACTOR submits an RFI the CONTRACTOR is REQUIRED to suggest a solution to the problem or an answer to the question. RFIs without this information will be returned to the CONTRACTOR as incomplete.

The DISTRICT, the PA, and/or the PM, will furnish answers to the CONTRACTOR's questions asked in the RFIs. Further detailed explanations, instructions and/or drawings may also be provided by the DISTRICT, PA or PM in response to RFIs. The DISTRICT, the PA, and/or the PM will answer RFIs within fourteen (14) calendar days of receipt of RFI by PM. DISTRICT and/or PM may make minor changes to the work that do not involve extra cost or time and are not inconsistent with the Contract Documents.

CONTRACTOR's acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

If there is cost or time impact resulting from DISTRICT's response to an RFI, CONTRACTOR must indicate that this is the case by amending the RFI. To amend the RFI CONTRACTOR must check the "Extra Cost Associated with this RFI" and/or the "Additional Time Associated with this RFI" box(es) on the RFI form and date the form in the space provided for it. The RFI form must then be resubmitted to the project manager.

The CONTRACTOR will have seven (7) calendar days from the submittal date of such an amended RFI to submit a Request for Change Order (RFCO) to the project manager. The RFCO must reference the RFI number in the space provided for this information. **CONTRACTOR MUST SUBMIT AN RFCO WITHIN THE STIPULATED TIME PERIOD. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD, CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL PAYMENT. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL TIME.** Failure to submit an RFCO does NOT relieve the CONTRACTOR of the responsibility to perform the work described in the RFI.

8.2 Field Orders (FOs): The PM and PA may issue clarifications that do not have a time or cost impact to the Work. The FO may have attachments, as required.

CONTRACTOR's acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

8.3 CONTRACTOR'S REQUEST FOR CHANGE ORDERS (RFCOs) AND CHANGE ORDERS (COs):

8.3.1 CONTRACTOR'S RFCOs: Whenever, in DISTRICT's judgment, the Work (cost or duration) described by the Contract Documents should be altered, added to or deducted from, the DISTRICT will authorize the PM to request, in writing, an RFCO from the CONTRACTOR.

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If there are existing conditions or if CONTRACTOR is impacted by unforeseeable causes beyond the control of, and without the fault or negligence of CONTRACTOR, that will cause cost impact to the CONTRACTOR, he may, within ten (10) calendar days from the discovery of such causes, submit to the DISTRICT, through the project manager, an RFCO. DISTRICT may request that the CONTRACTOR issue an RFCO. **Unless such notice is given to the DISTRICT by the CONTRACTOR in the form of an RFCO, within ten (10) calendar days of discovery, CONTRACTOR waives any right it may have to additional payment.**

Mark-ups allowed for additional work:

1. CONTRACTOR will be allowed to mark up their change order work by 15%. 10% is for profit and 5% is for overhead for a total of 15%.
2. Time and Materials: Payment for time and materials will be based on the following:
 - a. Labor: Negotiated labor rate plus 15% overhead and profit
 - b. Material: actual invoice amount plus 15%
 - c. Equipment: equipment rate plus 15%
 - d. Subcontractor work: subcontractor actual amount plus 5%. Subcontractor is allowed 10% overhead and profit.
 - e. Bond premium increases shall be 1.5%

NOTE: DISTRICT is allowed to deduct work from the contract with no penalty to the DISTRICT and without charge by the CONTRACTOR.

The RFCO will be submitted to the PM who will check that:

1. The RFCO is filled in completely.
2. Backup is provided as follows:
 - a. For all material in the form of a quote from CONTRACTOR's supplier.
 - b. Manufacturer's data is provided that gives a thorough description of the product proposed such as that provided for a submittal and following the requirements of a submittal (if CONTRACTOR has not already made a technical submittal for the product).
 - c. Labor hours broken down by job description, number of hours, equipment operated and number of hours equipment will be operated.
 - d. **CONTRACTOR must indicate why work warranting additional time requested, if any, cannot be performed concurrently with other work.** In other words, if work is not part of the Critical Path additional time will not be allowed for it. Additional time requested must coincide with labor breakdown.
3. The hours and cost associated with the RFCO are within reason according to the PM.

Once the PM has reviewed the RFCO per items 1-3 above and verifies that RFCO is complete and correct, PM will present RFCO to the DISTRICT for approval. PM will inform the DISTRICT if he/she agrees or disagrees with the cost and/or time requested.

NO WORK THAT IS BASED ON AN RFCO MAY BE PERFORMED UNTIL A CO IS WRITTEN AND HAS BEEN EXECUTED BY BOTH PARTIES.

- 8.3.2 COs:** A Change Order (CO) is an amendment to the agreement between the DISTRICT and the CONTRACTOR. It may alter the cost and/or the duration of the agreement. The DISTRICT representative will issue five (5) copies of a CO when DISTRICT believes that a CO is warranted. CONTRACTOR shall promptly sign the five copies of the CO. DISTRICT will submit the five copies of the CO to the appropriate DISTRICT party for execution. **NO WORK THAT IS CONTAINED IN A CO MAY BE PERFORMED BY THE CONTRACTOR UNTIL THE CO HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

All work done pursuant to a CO shall, except as provided in a particular CO, be done in accordance with relevant portions of the Contract Documents. Each CO shall be considered as an amendment to the Contract Documents. This section does not limit the ability of the DISTRICT to issue further detail drawings, explanations and instructions that are customarily given by DISTRICT during the course of the work and that do not increase the cost of the project.

The DISTRICT may negotiate the cost/time assigned to a CO with the CONTRACTOR directly or through the PM. The DISTRICT and the CONTRACTOR shall agree, before any work pursuant to a CO is accomplished, as to whether the contract price should be modified or the time for completion for the work should be altered by reason of the CO. The Parties agree to negotiate in good faith as to such matters.

Failure to agree to time or price of a CO does not affect CONTRACTOR's duty to promptly comply with an issued CO. If such a disagreement exists, the CONTRACTOR will be allowed 50% of the time and cost requested by the CONTRACTOR in the CO. Remaining cost and time impact will be the subject of a formal claim pursuant to the Dispute article.

In cases where the DISTRICT and the CONTRACTOR do not agree that a CO is needed, CONTRACTOR shall proceed with the work and submit a formal claim pursuant to the Dispute article.

- 8.4 DAMAGES:** CONTRACTOR acknowledges that failure to perform in strict accordance with the Contract Documents will cause DISTRICT to suffer special damages in addition to cost of completion of the work. Such special damage could include, but is not limited to, loss of revenue, lease rental cost, additional salaries and overhead, interest during construction, additional engineering, inspection expenses, and cost of maintaining or constructing required or alternate facilities.

ARTICLE 9 LIQUIDATED DAMAGES AND TIME EXTENSIONS

- 9.1 LIQUIDATED DAMAGES:** It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of Two Hundred Dollars (**\$200**) per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due to the Contractor under the contract.

Liquidated damages will be assessed for delays in completing Performance within the time set.

9.1.2 Partial Completion. The liquidated damages provided for under this Section 9.1 shall not be reduced or apportioned: (1) for completion of portions of the Work prior to completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the DISTRICT's right to order Deleted Work; or (b) a termination by DISTRICT of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the DISTRICT or due to an Event of Contractor Default.

9.1.3 Remedies. DISTRICT may deduct any liquidated damages payable under this Section 9.1 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

9.1.4 Not a Limitation. DISTRICT's rights under this Section 9.1 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT arising from an Event of Contractor Default other than a failure to achieve completion of the Work within the Contract Time for completion; or (2) DISTRICT's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages under this Section 9.1.

9.2 UNAVOIDABLE DELAYS

9.2.1 Time Extension:

9.2.1.1 The CONTRACTOR will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays that may result through causes beyond the control of the CONTRACTOR and that could not have been avoided by the exercise of care, prudence, foresight, and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.

9.2.1.2 If the CONTRACTOR is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract COs, during such extension time liquidated damages shall not be charged to the CONTRACTOR.

9.2.1.3 Unavoidable delays within the meaning of this section shall be those caused by Acts of God, acts of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.

9.2.1.4 Delays in the performance of parts of the work that may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

9.2.2 Weather: Inclement weather shall not be a prima facie reason for granting a time extension. The CONTRACTOR shall make every effort to continue work under prevailing conditions.

However, if the inclement weather prevents the CONTRACTOR from beginning at the usual starting time, or prevents the CONTRACTOR from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the DISTRICT will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

9.2.3 Notice of Delays:

9.2.3.1 Whenever the CONTRACTOR foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay that he regards as an unavoidable delay, the CONTRACTOR shall notify the DISTRICT in writing of such delay and its cause; in order that the DISTRICT may take immediate steps to prevent, if possible, the occurrence or continuance of the delay; and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

9.2.3.2 After the completion of any part or the whole of the Work, the DISTRICT, in calculating the amount due the CONTRACTOR, will assume that any and all delays that have occurred have been avoidable delays, except such delays as shall have been called to the attention of the DISTRICT at the time of their occurrence and found by the DISTRICT to have been unavoidable as substantiated by a CO. The CONTRACTOR shall make no claims that any delay not called to the attention of the DISTRICT at the time of its occurrence has been an unavoidable delay.

9.3 **REQUEST FOR TIME EXTENSION:** In the event the CONTRACTOR requests an extension of contract time for unavoidable delay, justification shall be submitted to the project manager no later than seven (7) calendar days after the initial occurrence of any such delay using an RFCO. When requesting time for proposed COs, the request(s) must be submitted on the RFCO form with full justification. If the CONTRACTOR fails to submit justification, he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule Critical Path as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

1. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
2. Logical activity ties (to the project construction schedule Critical Path) for the proposed changes and/or delay showing the activity(s) in the schedule whose start or completion dates are affected by the change and/or delay.

The DISTRICT, after receipt of such justification and supporting evidence, shall make its finding of fact. The DISTRICT's decision shall be final and conclusive and the DISTRICT will advise the CONTRACTOR in writing of such decision. If the DISTRICT finds that the CONTRACTOR is entitled to any extension of Contract time, the DISTRICT's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

In the event the CONTRACTOR disagrees with the DISTRICT's decision, the CONTRACTOR shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 10 PAYMENT TO CONTRACTOR

Payment to CONTRACTOR: CONTRACTOR will use the payment application provided by the DISTRICT similar to Exhibit 3 of the Request for Bids. It will contain signature lines for:

1. Project Manager
2. Chief Inspector
3. Project Architect
4. DISTRICT Representative
5. CONTRACTOR (CONTRACTOR's signature must be notarized)

Additionally, payment application will have lines for PM, Chief Inspector and DISTRICT sign-off, or approval, verifying that the submittal of updated construction schedule, as-built drawings, various technical submittals, long lead item submittal documents, RFCOs and other required documents relating to the month have been made. See clauses contained in these general conditions for identification of these documents. Payment applications will be unique to each month. DISTRICT will provide monthly payment applications one month before they are needed by the CONTRACTOR.

CONTRACTOR may submit payment applications to the PM each month. CONTRACTOR, PM and Chief Inspector will agree on percentage complete of each schedule of values line item. Progress payments will be made to CONTRACTOR approximately monthly in the amount of 90% of the value of labor expended upon and materials incorporated into the work, or delivered for incorporation into the work. **The risk of loss of stored material lies with CONTRACTOR.**

Project manager may not accept payment applications until the CONTRACTOR's schedule and as-built drawings have been updated. As-built drawings must be approved each month by the Inspector.

The PM has the option to accept material on site and authorize payment to the CONTRACTOR for said material before it is installed. **Risk of loss of stored material still lies with CONTRACTOR.**

Once the DISTRICT approves the monthly payment application the monthly progress payment due the CONTRACTOR shall be paid. When CONTRACTOR accepts the monthly payment it will serve as acknowledgement by the CONTRACTOR that the monthly payment is correct and acceptable to the CONTRACTOR.

DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any payment to CONTRACTOR to such extent as may be necessary to protect the DISTRICT on account of any of the following: defective work; claims filed, or reasonable evidence indicating probability of filing of claims; failure of CONTRACTOR to make payments properly to a subcontractor or supplier; a reasonable doubt that the project can be completed for the balance then unpaid; damage to another contractor or person or property; or default of CONTRACTOR in the performance of the terms of the Contract Documents.

After the work is complete in every respect and the DISTRICT has accepted the work (subject to any legal requirements), CONTRACTOR will be paid the retention sum of 5%, less any sums due or to become due to DISTRICT, sixty (60) days after the recordation of the Notice of Completion and pursuant to the Close Procedures and Closeout Submittal provided in Article 20 herein.

ARTICLE 11 INSPECTION OF MATERIALS AT THE SOURCE

Unless otherwise specified, inspection is required at the source for materials and fabricated items such as (but not necessarily limited to) bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar ship or plant operations. Steel pipe in size less than eighteen (18) inches, vitrified clay, asbestos-cement and cast-iron pipe in all sizes are acceptable upon certification as to compliance with the Contract Documents, subject to sampling and testing by DISTRICT. Standard items of equipment such as electric motors, pumps, and plumbing fixtures are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards or large pumps are subject to inspection at the source.

When CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located outside the jurisdictional area of DISTRICT, the following applies at DISTRICT's option:

1. Should DISTRICT elect to make its own inspection at the source, the salaries for DISTRICT personnel on an 8-hour day and 40-hour week, and costs for normal commuting mileage, will be paid by DISTRICT. CONTRACTOR shall reimburse DISTRICT at rates established by DISTRICT for all costs in excess of the foregoing that arise from providing inspection service.
2. When DISTRICT does not elect to make its own inspection at the source, an inspector or accredited testing laboratory approved by the DISTRICT shall be engaged by CONTRACTOR, at CONTRACTOR's expense, to inspect the materials, equipment, or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Contract Documents and shall forward reports required by the DISTRICT.

Before incorporation into the work, CONTRACTOR shall make submittals as required per "Submittals" section, at no cost to DISTRICT. Unless otherwise provided, all testing shall be performed under the direction of DISTRICT.

CONTRACTOR shall notify DISTRICT in writing, within the submittal package of its intention to use materials for which tests are required, to allow sufficient time to perform the tests.

The work covered in the Contract Documents shall be subject to inspection and approval by all applicable governmental authorities. The CONTRACTOR shall be required to furnish, at its own expense for the approval of all applicable governmental authorities, such samples, shop drawings and patterns as may be required for completion and approval of the work, and all work shall be in accordance therewith.

The Inspector will be the authority regarding which materials need testing and/or inspection. The Inspector will determine the appropriate reference standard to use for testing if it is not stated in the Contract Documents.

ARTICLE 12 PERFORMANCE

- 12.1 PRECONSTRUCTION CONFERENCE:** After County Counsel has received, reviewed and approved the apparent low Bidder's insurance and bonds, DISTRICT will schedule a preconstruction conference. Preconstruction Conference will be scheduled within two weeks of County Counsel approval. The conference shall be attended by representatives of the CONTRACTOR and all subcontractors.
CONTRACTOR shall bring to the conference:

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21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

1. A written designation of each person authorized by CONTRACTOR for the following:
 - a. To execute for CONTRACTOR a CO when the amount involved does not exceed \$100
 - b. To execute for CONTRACTOR any CO over \$100
 - c. To bind CONTRACTOR as to any matter relating to the work or Contract Documents
2. A written list of the names of each person CONTRACTOR proposes to use in a supervisory capacity on site **and a statement of their qualifications.**
3. **All substitution request packages.** If packages are not complete they will be rejected. **NO SUBSTITUTION REQUESTS WILL BE CONSIDERED AFTER THE PRE-CONSTRUCTION CONFERENCE.**

If items listed above are not provided at the pre-construction conference, or as otherwise required in Section 11.1, each day that items are outstanding will be considered a delay day eligible for liquidated damages.

12.2 SUPERVISION & CONSTRUCTION PROCEDURES:

12.2.1 The CONTRACTOR shall supervise and direct the work. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

12.2.2 The CONTRACTOR shall be responsible to the DISTRICT for the acts and omissions of the CONTRACTOR's employees, subcontractors, and their agents and agents' employees, and any other persons performing any of the work under a contract with the CONTRACTOR.

12.2.3 The CONTRACTOR is an independent contractor and nothing in the Contract Documents shall be interpreted to make the CONTRACTOR an agent of the DISTRICT or the County.

12.2.4 CONTRACTOR shall have on site, during the progress of the work, a full time superintendent and necessary assistant(s) who are well qualified by reason of education and/or experience to supervise this kind of work for CONTRACTOR. The superintendent shall be fluent in the English language. The supervisory personnel must be satisfactory to the DISTRICT at all times during the course of the work or the DISTRICT will require that the personnel be replaced. The CONTRACTOR agrees to do so, promptly, without question.

Such supervising personnel are authorized by CONTRACTOR to represent CONTRACTOR concerning the work. Conduct of supervisory personnel, which at any time make it doubtful that work will be correctly completed within the stipulated time, constitutes cause for the DISTRICT to require they be removed.

12.2.5 The Project Superintendent shall not be changed except with the consent of the DISTRICT, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR or ceases to be in his employ.

The DISTRICT shall be notified immediately of any new Superintendent appointed to the Work and the CONTRACTOR shall submit qualifications for approval. If the DISTRICT does not agree that the proposed Superintendent is suitable the CONTRACTOR agrees to propose a different one.

The Superintendent shall represent the CONTRACTOR and all directions given to him shall be as binding as if given to the CONTRACTOR.

12.2.6 The DISTRICT shall be supplied at all times with the name and telephone number of a person, in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

12.3 PROGRESS MEETINGS: The DISTRICT PM will lead all weekly progress meetings in the PM's trailer. The CONTRACTOR's Superintendent and project manager shall attend all weekly meetings.

12.4 TEMPORARY CONSTRUCTION SERVICES, EQUIPMENT AND PROTECTION:
CONTRACTOR shall:

1. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workers, equipment, materials, the public, and property. These shall conform to all regulations, ordinances, laws, and other requirements of the State and other authorities having jurisdiction with regard to safety precautions, operations or fire hazards.
2. Provide and maintain pumping facilities, including power, for keeping the site, excavation and structures free from accumulations of water at any time whether from underground seepage, rainfall, drainage, or broken lines.
3. Maintain temporary facilities in a proper, safe-operating and sanitary condition. Remove all temporary facilities from the premises upon completion of the project.
4. Provide adequate fire extinguishers on the premises during the course of construction. These shall be of the type and sizes recommended by the National Board of Fire Underwriters to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for immediate use. The use of especially hazardous types of equipment (such as acetylene torches, welding equipment, tar pots, kettles, or salamanders) or similar work shall not commence unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use.

12.5 USE AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS:
CONTRACTOR shall:

1. Take every precaution against injuries to persons or damage to property.
2. Comply with all regulations or requirements governing the use of the property.
3. Store and suitably protect its apparatus, equipment, materials, supplies and vehicles in an orderly fashion in an area approved by the DISTRICT.
4. Place at the work site only such loads as are safe and consistent with the nature of the Work.
5. Effect all cutting, fitting, or patching of its work required to make it conform to the Contract Documents and interrelate with other improvements or, with the consent of DISTRICT, otherwise alter existing improvements.
6. Protect and preserve established benchmarks and monuments. CONTRACTOR shall make no changes in the location of benchmarks or monuments without the prior written approval of DISTRICT. CONTRACTOR shall replace and relocate any benchmarks or monuments that may be lost, destroyed, or that require shifting because of the work. All replacement and

relocation work shall be accomplished only after approval of DISTRICT and under the direct supervision and instruction of DISTRICT.

7. Take care to protect all existing improvements. Any damaged areas or property shall be restored to original condition at the CONTRACTOR's expense.
 8. Remove all surplus materials, false work, temporary structures, debris, and any other matter resulting from its operations from the site, and leave the site in an orderly condition on a daily basis.
 9. Construct, operate and maintain, during the course of the work, all passageways, guard fences, lights, barricades and other facilities required by law or job conditions.
 10. Guard DISTRICT's property from damage or loss. This includes the use of security fencing, temporary security lighting, locked storage containers and the employment of security guards, as required.
 11. Take the necessary precautions to guard against and eliminate possible fire hazards, and to prevent damage to construction, building materials, equipment, temporary offices, storage sheds and all public and private property.
 12. Be responsible for the loss of or damage to materials, tools, appliances, vehicles, or work arising from acts of theft, vandalism or malicious mischief. This shall not be the responsibility of the DISTRICT. The DISTRICT will not be responsible for delivery of any materials (or its acceptance) to the CONTRACTOR, except for DISTRICT-furnished items to be installed by the CONTRACTOR.
- 12.6 SECURITY GUARDS:** The CONTRACTOR shall provide security services as necessary to properly safeguard the work. The DISTRICT will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes.
- 12.7 COOPERATION AND COLLATERAL WORK:** CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous or collateral work by others at or near the project site. DISTRICT, its workers and other contractors, have the right to operate within or adjacent to the work site. Work and operations shall be coordinated to minimize interference.
- 12.8 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY:** In case of an emergency that threatens loss or injury to property or persons, CONTRACTOR shall act as reasonably required without prior instruction. CONTRACTOR shall notify DISTRICT immediately thereafter. Any compensation claimed by CONTRACTOR, together with substantiating documentation, shall be submitted to DISTRICT for consideration.
- 12.9 TEMPORARY LIGHT, POWER, WATER AND TELEPHONE:** The CONTRACTOR shall provide all utilities required for the Work, including light, power, water and telephone, and shall comply with all applicable laws, rules, and regulations of the respective utility suppliers. It is CONTRACTOR's responsibility to keep light, power, water and telephone services operational for the DISTRICT on the job site and at DISTRICT's facilities adjacent to the job site and/or effected by the Work.
- 12.10 MATERIALS, WORKMANSHIP AND MANUFACTURER'S DIRECTIONS:** All materials used, unless otherwise specified, shall be new, of the type and grades specified. CONTRACTOR shall, if required, furnish evidence satisfactory to DISTRICT that such is the case.

Except as elsewhere provided, manufactured articles, materials and equipment shall be installed, connected, used, cleaned, applied and conditioned in accordance with the manufacturer's current

printed directions. Copies of such directions shall be obtained by CONTRACTOR and kept on site during the course of the work.

All workmanship shall be of the best quality and all workers shall be suitably skilled in the work that they perform. Any worker, whom the DISTRICT may deem incompetent, disorderly or detrimental to the job in any way, shall be removed by CONTRACTOR from the Work assignment. The DISTRICT shall have final approval of workmanship/craftsmanship; any Work deemed subpar by DISTRICT or INSPECTOR shall be remedied by CONTRACTOR at their expense.

12.11 GENERAL CLAUSES:

12.11.1 The DISTRICT and/or its representatives shall determine the amount, quality, acceptability and fitness of all parts of the work, and shall interpret the Contract Documents. No act or omission of the DISTRICT relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

Upon request, DISTRICT shall put in writing any oral order, objection, requirement, or determination.

12.11.2 If the CONTRACTOR needs direct communication with the DISTRICT, CONTRACTOR may speak to the DISTRICT's Senior Park Planner for Capital Improvement Projects.

12.11.3 DISTRICT and representatives from the County of Riverside shall have access at all times to the construction work. CONTRACTOR shall provide proper facilities for access and inspection.

12.11.4 No work shall be performed on site other than during normal weekday working hours without the prior knowledge and prior written consent of DISTRICT. **Working hours for the project will be determined by the PM and the DISTRICT. If the CONTRACTOR wishes to work during hours other than those specified, the CONTRACTOR shall submit a written request to the DISTRICT two (2) weeks prior to the date of the desired change of working hours or days. The DISTRICT shall respond to the CONTRACTOR's written request within three (3) business days. The DISTRICT shall make the final determination of whether or not the proposed change in working hours is acceptable.**

12.11.5 When, in DISTRICT's opinion, the weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, or the work will be accomplished in such manner that determination as to whether said portion of the work is properly accomplished will be difficult or impossible, DISTRICT shall so advise CONTRACTOR. If CONTRACTOR then proceeds, it is at CONTRACTOR's risk. When CONTRACTOR advises DISTRICT that it intends to proceed despite such advice, DISTRICT may then order CONTRACTOR, in writing, specifying the portion of the work involved and the conditions warranting the issuance of the order, not to proceed with the portion of the work. If CONTRACTOR proceeds, regardless of the written order not to, CONTRACTOR shall be responsible for the cost of all testing and special inspection verifying that the work performed is acceptable.

12.11.6 The provisions of this section do not relieve CONTRACTOR from the duty to make independent determinations as to weather and other conditions which may adversely affect the proper completion of the work. Failure for any reason of DISTRICT to advise CONTRACTOR as to such matters, or to issue an order as above provided does not relieve CONTRACTOR from the duty to accomplish the work in accordance with the Contract Documents. If CONTRACTOR wishes to declare any contract days unfit for the performance of work, CONTRACTOR must make a written request to the PM and receive approval, in writing, from the PM.

12.12 ADVERTISING: The name of CONTRACTOR and its subcontractors with their addresses and designation of specialties may be displayed on removable signs. Size, location and format of such signs is subject to the prior approval of DISTRICT. Commercial advertising matter shall not be attached to or painted on the surface of buildings, fences, canopies or barricades or other structures.

12.13 PUBLICITY RELEASES: CONTRACTOR or its subcontractors shall not at any time release information, photographs, plans or drawings related to the project to anyone (including the press or other public communication media) without the prior written consent of DISTRICT.

ARTICLE 13 SAFETY & HEALTH

13.1 ACCIDENT PREVENTION

13.1.1 In performing this Contract, the CONTRACTOR shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the CONTRACTOR shall:

1. Provide a copy of its safety program;
2. Provide appropriate safety barricades, signs, and signal lights;
3. Comply with standards issued by the U.S. Government, State, DISTRICT, and City, and other governing agencies having jurisdiction; and
4. Ensure that any additional measures the DISTRICT determines to be reasonably necessary for this purpose are taken.

13.1.2 The CONTRACTOR shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The CONTRACTOR shall report this data in the manner prescribed by the DISTRICT.

13.1.3 Before beginning excavation for a trench five (5) feet or more in depth, CONTRACTOR shall provide evidence of having obtained a permit from the authority having jurisdiction.

13.1.4 Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

13.2 SAFETY MEETINGS: CONTRACTOR and subcontractors shall conduct safety meetings once a week. PM and Inspector will be invited to attend weekly safety meetings. CONTRACTOR is responsible

to inspect all areas of the site where work is occurring and ensure that safe practices are being used. CONTRACTOR is to implement safety procedures as required.

CONTRACTOR will provide a copy of the safety meeting minutes to the PM each week.

CONTRACTOR will log all work related injuries and report all injuries to PM as soon as they are known. CONTRACTOR is to have an active Illness and Injury Prevention Plan (IIPP) in place.

13.3 RESPONSIBILITY TO COMPLY WITH CAL/OSHA:

13.3.1 All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

13.3.2 CONTRACTOR warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The CONTRACTOR assumes full and total responsibility for compliance with Cal-/OSHA standards by his subcontractors as well as himself. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the CONTRACTOR. Nothing contained therein shall be deemed to prevent the CONTRACTOR and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the CONTRACTOR shall not thereby, in any manner whatsoever, be relieved of his responsibility to the DISTRICT as herein set forth.

13.4 **SANITARY FACILITIES:** CONTRACTOR shall supply and maintain at its expense such toilets and other sanitary facilities, including those which are accessible by the disabled per ADA and Title 24 requirements, necessary for use by CONTRACTOR's workers employed at the job site. Such facilities shall be approved by the DISTRICT.

CONTRACTOR shall provide and maintain enclosed, fly-proof chemical toilets and hand-wash stations for the use of all persons connected with the work. CONTRACTOR will provide one toilet for every fifteen (15) work men (including all subcontractors) and one hand-wash station for every two (2) toilets. They shall be maintained in a neat and sanitary condition by the CONTRACTOR. They shall comply with all laws, ordinances, and regulations, and at the completion of the work shall be removed from the premises.

Under no circumstances shall CONTRACTOR permit workers to use restrooms or similar permanent facilities of DISTRICT at or near the site without first obtaining the consent of DISTRICT. If the work includes the construction of permanent toilet and plumbing facilities, CONTRACTOR shall not allow their use for any purpose whatsoever.

13.5 TOXIC AND HAZARDOUS MATERIALS AND WASTE

13.5.1 **Asbestos:** Operations that may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations that may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

13.5.2 Toxic Materials: Operations that release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR, General Industrial Safety Orders. Some operations that may release such materials include use of adhesives, sealants, paint, and other coatings.

13.5.3 Lead Based Paint: Lead-based paint is prohibited. Lead-based paint is defined as:

1. Any paint containing more than five-tenths of one % (percent) lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
2. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one % (percent) lead by weight (calculated as lead metal) in the total content paint or the equivalent measure of lead in the dried film or paint already applied.

13.5.4 Hauling and Disposal: All hauling and disposal shall meet requirements of Title 22 CCR, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

13.5.5 Asbestos Prohibited: No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the DISTRICT.

ARTICLE 14 ENVIRONMENTAL PROTECTION

14.1 NPDES COMPLIANCE:

CONTRACTOR shall prepare and implement, or cause to be prepared and implements, a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the State's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity (SWRCB Order No. 99-08 DWQ) and any amendments thereto (the "General Permit"). The General Permit regulates both stormwater and non-stormwater discharges associated with construction activities required by this project agreement.

The SWPPP shall identify site specific "Best Management Practices" ("BMPs") to be implemented during and after construction to control pollution of stormwater runoff and receiving waters. The identified BMPs shall include, but not be limited to, "good housekeeping" practices for the construction site such as establishing stabilized construction access points, providing adequate sanitary/septic waste management, designating vehicle and equipment cleaning/maintenance areas, employing proper material handling and storage practices, maintaining adequate soil stabilization and erosion control practices to control the discharge of pollutants from the construction site and any activities thereon. The SWPPP shall also stipulate to an ongoing program for monitoring and maintenance of all BMPs.

CONTRACTOR shall be solely responsible throughout the duration of construction for placing, installing, constructing, inspecting and maintaining all BMPs identified in the SWPPP and for removing and disposing of temporary BMPs.

CONTRACTOR shall become fully informed of and comply with the applicable provisions of the General Permit, Federal, State and Local regulations that govern CONTRACTOR's activities and operation pertaining to both stormwater and non-stormwater discharges from the construction site and any area of disturbance outside construction site. CONTRACTOR shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the construction site. The SWPPP shall be made available upon request of a representative of the Santa Ana River Water Board, or the United States Environmental Protection Agency.

CONTRACTOR shall, at reasonable times, allow authorized agents of the above referenced agencies, upon the presentation of credentials, to: (i) enter upon the construction site; (ii) have access to and copy any records required to be kept as specified in the General Permit; (iii) inspect the construction site, including any off site staging areas or material storage areas and determine whether related soil stabilization and sediment control BMPs have been implemented and maintained; and (iv) sample or monitor storm-water or non-storm-water runoff for purposes of ensuring compliance with the General Permit.

CONTRACTOR shall be solely and exclusively responsible for any arrangements made between CONTRACTOR and other property owners or entities that result in disturbance of land at the construction site.

CONTRACTOR shall be responsible for all costs and for any liability imposed by law as a result of CONTRACTOR's failure to comply with the requirements set forth in this section, including but not limited to compliance with the applicable provisions of the General Permit and Federal, State and Local regulations. For the purpose of this section, costs and liabilities include, but are not limited to, any fines, penalties and damages, whether assessed against the DISTRICT, the County or CONTRACTOR.

14.2 NOISE CONTROL: CONTRACTOR is responsible for noise control and will conduct operations so as not to constitute a nuisance.

14.3 DUST CONTROL: CONTRACTOR shall control dust throughout the course of the work. Dust control is required by the DISTRICT. The CONTRACTOR shall use water to control the dust. No chemical agents (such as calcium chloride) may be used without prior written authorization from the DISTRICT.

14.4 VERMIN CONTROL: At time of acceptance of the project by DISTRICT, all structures shall be free of rodents, insects, vermin and pests. The CONTRACTOR shall accomplish necessary extermination work through the use of a licensed exterminator, in accordance with applicable laws, rules and regulations.

14.5 GENERAL ENVIRONMENTAL COMPLIANCE: The Construction Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Project's Agreement

ARTICLE 15 DISTRICT FURNISHED PROPERTY OR SERVICES

15.1 DISTRICT FURNISHED PROPERTY: The DISTRICT may furnish to the CONTRACTOR property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be delivered to the project site. The CONTRACTOR is required to accept delivery. When the property is delivered, the CONTRACTOR shall verify its quantity and condition and acknowledge receipt in writing to the DISTRICT within twenty-four (24) hours of delivery, specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the CONTRACTOR, unless otherwise indicated in this Contract.

15.2 DISTRICT FURNISHED SERVICES: The DISTRICT may furnish services to the CONTRACTOR as identified in the specification(s). CONTRACTOR will not be responsible for the cost of these services but is expected to cooperate with and accommodate the providers of said services.

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS:

16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work that they ably perform.

16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.

16.1.3 The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the DISTRICT or the County shall be employed by this CONTRACTOR.

16.2 LABOR CODE, WAGES AND HOURS: The DISTRICT, in accordance with the Labor Code, has determined that the minimum wages paid on this project shall be prevailing wages as determined by the State of California wage rates. While the wage rates shown are the minimum rates required to be paid during the life of the project, this is not a representation that labor can be obtained at these rates. It is the responsibility of Bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed because of the payment of wage rates in excess of those listed. The CONTRACTOR shall post at appropriate conspicuous points on the project site a schedule showing all determined minimum wage rates for the various classes of laborers to be engaged in work on the project and all deductions, if any, required by law to be made.

It shall be mandatory upon the CONTRACTOR and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each

laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him. CONTRACTOR agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

Attention is directed to Sections 1770-1777 of the Labor Code. The CONTRACTOR and every subcontractor shall keep an accurate record showing the name, occupation and actual per diem wages paid to each worker employed by CONTRACTOR in connection with the work. Certified payroll shall be submitted every week to the PM by CONTRACTOR and subcontractors, through the CONTRACTOR. PM will keep certified payroll in binders in the PM trailer. These records will be available at all reasonable hours for inspection by the DISTRICT.

The DISTRICT will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth as provided herein.

The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the DISTRICT or the County on the Contract.

In accordance Public Works Project and Compliance Monitoring and Enforcement By the Department of Industrial Relations SB-854

- a. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.
- b. Registration with the Department of Industrial Relations: Pursuant to Labor Code section 177.1, any contractor bidding or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015 unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract after April 1, 2015, without proof of current registration to perform public works.
- c. Department of Industrial Relations web link: <http://www.dir.ca.gov>

In accordance with Sections 1810-1816 of the Labor Code, neither the CONTRACTOR nor any subcontractor who employs, directs, or controls the work or any worker employed to execute work done under the contract shall require or permit such worker to labor more than eight (8) hours in one calendar day except due to extraordinary emergency. The CONTRACTOR shall file with the DISTRICT a verified report stating the nature of the emergency. The report shall contain the name(s) of the worker(s) and the hours worked by him or her on the particular day. Failure to file the report within thirty (30) days shall be evidence that no extraordinary emergency existed.

The CONTRACTOR and all subcontractors shall comply with all applicable provisions of the Labor Code.

16.3 NOTICE OF LABOR DISPUTES

16.3.1 If the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the CONTRACTOR shall immediately give notice, including all relevant information, to the DISTRICT.

16.3.2 The CONTRACTOR agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime CONTRACTOR, as the case may be, of all relevant information concerning the dispute.

16.4 EQUAL OPPORTUNITY:

16.4.1 CONTRACTOR and its Subcontractors shall not discriminate harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR and its Subcontractors additionally agree to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code, the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto, Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

16.4.1.1 CONTRACTOR and its Subcontractor agree, for the duration of this Contract, that it will not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, political affiliation, marital status, physical disability (including HIV and AIDS), mental disability, issuance of family care leave, medical condition (cancer), or age. The CONTRACTOR and Subcontractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, physical disability (including HIV and AIDS), mental disability, issuance of family care leave medical condition (cancer), or age. Such action shall include, but not be limited to, the following: employment, upgrading, requests or issuance of family care leave, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

16.4.1.2 The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

16.4.1.3 The CONTRACTOR will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the CONTRACTOR commitments under this agreement.

16.4.1.4 The CONTRACTOR agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

16.4.1.5 The CONTRACTOR agrees that it will assist and cooperate with the District and County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

16.4.1.6 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

16.4.1.6 In the event of the CONTRACTOR non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated, or suspended in whole or in part by the DISTRICT.

16.4.2 TRANSACTIONS:

16.4.2.1 Transactions of \$10,000 or Under: Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of this section. No CONTRACTOR or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of this Equal Opportunity Clause. With respect to contracts and subcontracts for indefinite quantities, this Equal Opportunity Clause shall apply unless it is determined that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed \$10,000.

16.4.2.2 Transactions in Excess of \$10,000, but not more than \$50,000: CONTRACTOR shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations concerning fair employment practices. CONTRACTOR shall maintain a written copy of its affirmative action plan and will furnish a copy to the DISTRICT upon request. The DISTRICT reserves the right during the life of the contract to require CONTRACTOR to complete an affirmative action compliance report furnished by the DISTRICT setting forth definite goals and timetables and indicating progress in meeting and goals.

16.4.2.3 Transactions of \$50,000 or More:

1. If CONTRACTOR has fifty (50) or more employees and a contract of \$50,000 or more, then CONTRACTOR shall develop and submit to the DISTRICT within thirty (30) days of award a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. CONTRACTOR shall apply the same requirement to each subcontractor who has fifty (50) or more employees and a subcontract of \$50,000 or more. Each contractor and subcontractor shall include in its affirmative action compliance program a complete table of its employees' job classifications. This table must include, but need not be limited to, job titles, duties and rates of pay.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

2. For the purposes of determining the number of employees under the preceding paragraph, the average of CONTRACTOR's or subcontractor's employees for the twelve (12) month period immediately prior to award, or the total number of employees CONTRACTOR or subcontractor will have on all jobs or sites when performing this contract, whichever is higher, shall be used.

16.4.3 The DISTRICT shall have the right to assign an affirmative action representative to monitor the conduct of CONTRACTOR or subcontractors. The affirmative action representative shall have the right to enter the construction or manufacturing site for the purpose of obtaining information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under the contract.

The Contract Documents may be modified where the specific terms of a particular grant or program are inconsistent or require additional acts.

16.4.4 Special Requirements for Federal and Assisted Construction Contracts: During the performance of this contract, the CONTRACTOR agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Vol. 33 No. 104 of Federal Register dated May 28, 1968.

16.5 PERSONS WITH DISABILITIES NON-DISCRIMINATION: This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the DISTRICT and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

16.6 TITLE VI NONDISCRIMINATION

Contractor shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d- 42 U.S.C. 2000d-4 (ACT), and all requirements imposed by or pursuant to 49 CFR, Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this construction contract.

Construction contract includes the administration, award and performance of any State and/or Federal funded contract or the requirements of 49 CFR Part 26.

For Title VI nondiscrimination complaints related to this project please contact:

Kyla Brown
Title VI Coordinator
Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Office: (951) 955-4306
Electronic mail: kylabrown@rivco.org

- 16.7 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM:** In the performance of this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or Local agency setting forth the provisions of this Fair Employment and Housing Section.
- 16.8 ACCESS TO RECORDS:** The CONTRACTOR will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.
- 16.9 REMEDIES FOR WILLFUL VIOLATION:** The State or Local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the CONTRACTOR has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

- 17.1** The CONTRACTOR may utilize the services of subcontractors on those parts of the work that are specified in CONTRACTOR's bid to be performed by subcontractors. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and material suppliers. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the CONTRACTOR by the terms of the Contract Documents.

Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the DISTRICT.

The DISTRICT reserves the right to approve all subcontractors. Such approval may be a consideration in the award of the contract. Unless notification to the contrary is given to the CONTRACTOR prior to the signing of the Agreement, the list of subcontractors submitted with the bid will be deemed to be acceptable.

In accordance with the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), each Bidder, in its bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the work, or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the CONTRACTOR 's total bid; and (2) the portion of the work which will be done by each such subcontractor. If the CONTRACTOR fails to specify such subcontracts, it agrees to perform that portion of the work itself. Furthermore, no CONTRACTOR whose bid is accepted shall, without consent of the

DISTRICT, either: (1) substitute any person or firm as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any subcontractor to be assigned or transferred, or allow its work to be performed by anyone other than the original subcontractor listed in the bid; or (3) subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the CONTRACTOR 's total bid as to which its original bid did not designate a subcontractor.

- 17.2 RESPONSIBILITY OF CONTRACTOR:** The CONTRACTOR shall be as fully responsible to the DISTRICT for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 17.3 DIVIDING WORK:** The divisions or sections of the specifications are not intended to control the CONTRACTOR in dividing the Work among subcontractors or to limit the work performed by any trade.
- 17.4 ASSIGNMENT:** DISTRICT has contracted for the services of CONTRACTOR. CONTRACTOR shall not assign the whole or any part of this Contract, or any moneys due or to become due hereunder, without first obtaining the prior written consent of DISTRICT.

ARTICLE 18 DISPUTES AND CLAIMS

- 18.1 RESOLUTION OF CONSTRUCTION CLAIMS:** In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less that arise between the CONTRACTOR and the DISTRICT shall be resolved under the following the statutory procedure unless the DISTRICT has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.
- 18.2 CLAIMS RESOLUTION - CLAIMS UP TO \$375,000:** In accordance with Public Contract Code Section 20104 - 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved following the statutory procedure.
1. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the DISTRICT.
 2. Claims Under \$50,000: The DISTRICT shall respond in writing to the claim within forty-five (45) days of receipt of the claim, or, the DISTRICT may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the DISTRICT may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the DISTRICT and the claimant. The DISTRICT's written response shall be submitted within 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
 3. Claims over \$50,000 but less than or equal to \$375,000: The DISTRICT shall respond in writing within sixty (60) days of receipt, or, may request in writing within thirty (30) days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the DISTRICT may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the DISTRICT and the claimant. The

DISTRICT's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The CONTRACTOR shall make these records and documents available to the DISTRICT, County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

4. If the claimant disputes the DISTRICT's response, or if the DISTRICT fails to respond within the statutory time period(s), the claimant may so notify the DISTRICT within fifteen (15) days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the DISTRICT shall schedule a meet-and-confer conference within thirty (30) days.
5. If following the meet-and-confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
6. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

18.3 CLAIM FORMAT REQUIREMENTS: The CONTRACTOR will submit the claim justification in the following format:

1. Summary of claim merit and price plus clause under which the claim is made.
2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (RFIS)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Analysis of Time in CPM format
7. Cover letter and certification (form included herein)

18.4 PROFIT AND LOSS STATEMENT: If any claim submitted includes a request for overhead, the DISTRICT may request a Profit & Loss statement and supporting documentation from CONTRACTOR. If requested, such documentation must be submitted for the DISTRICT to consider the claim.

18.5 SUBMISSION OF CLAIM: Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by DISTRICT, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by CONTRACTOR.

18.6 NOTICE OF THIRD-PARTY CLAIMS: The DISTRICT shall provide notification to the CONTRACTOR within a reasonable time after receipt of any third-party claim relating to the Contract.

18.7 CLAIMS RESOLUTION - ALL CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

18.7.1. This section is intended to help resolve disputes between the parties related to this project. Such disputes shall be brought to the attention of the District at the earliest possible time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation may be promptly undertaken. Claims must be filed on or before the date of final payment as required in Public Contract Code Section 20104.2. Public works claims which arise between the Contractor and the District shall be resolved using the following procedure: A "claim" means a separate demand by the Contractor sent by registered mail or certified mail return receipt requested for one or more of the following: (a) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by or on behalf of the Contractor and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; (c) payment of an amount that is disputed by the District. The Contractor shall furnish reasonable documentation to support the claim.

18.7.2 Form and Contents of Claim(s) The Contractor shall furnish reasonable documentation to support the Claim, which shall be sent by registered mail or certified mail with return receipt requested to the District at the address provided herein this Section 18.3. The Contractor's written Claim must include, but not limited to, the following:

- 1) A statement to identify that it is a Claim under this Section 18.3, on a company letterhead, and a request for a decision on the Claim;
- 2) A detailed description or narrative of pertinent events, act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- 3) Citation to contract provisions;
- 4) Theory of entitlement that provides a detailed justification for any remedy or relief sought by the Claim. This includes, but not limited to: a detailed cost breakdown, invoices, material tickets, staff logged time, summary of quantities, other cost records and total cost calculations;
- 5) Complete pricing of all cost impacts;
- 6) A time impact analysis of all time delays that shows actual time impact on the critical path; and
- 7) Documentation, District letters, notifications, related drawings and photos supporting items (1) through (6).

The Claim must be verified under penalty of perjury by Contractor's project Superintendent as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated at regular intervals as to cost and entitlement if a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

Claims and support documentation related must be sent to:
Jamie Garcia

Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Office: (951) 955-4726
Electronic mail: jamgarcia@rivco.org

18.7.3 CLAIMS PROCEDURE

1) Upon receipt of a Claim and the supporting documentation, the District shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the District and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

2) Notwithstanding the time period set forth in C. 1) above, if the District needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the District shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

3) Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this Section 18.3 shall bear interest at 7 percent per annum. If the District fails to issue a written statement, the Claim shall be deemed rejected in its entirety. Failure by the District to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

4) If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the District shall schedule a meet and confer conference within thirty (30) days.

5) Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified

by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

6) For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section 18.3 shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

7) If mediation is unsuccessful to resolve all issues, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code § 9204. The Claim resolution procedures in this Section do not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

8) Following the procedures set forth in this Section 18.3, including the mediation, if the Claim or any portion of it remains in dispute, the Contractor may file a Claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9) If the Government Code claim is denied, Contractor may file an action in court. If a civil action is filed to resolve any claim, such action shall be subject to the provisions of Public Contract Code Sections 9204 or 20104.4 and shall be followed, providing for non-binding mediation and judicial arbitration. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

18.8 SUBCONTRACTOR CLAIMS(S): If a subcontractor or a lower tier subcontractor has a Claim, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation as set forth in Section 21 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

18.9 CONSISTENCY WITH PUBLIC CONTRACT CODE SECTIONS 9204 AND 20104: If any

Claim(s) arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of those statutory sections require a procedure or procedural element different from that established in this Contract, then the provisions of those statutory sections shall apply in place of the conflicting procedure or procedural element established herein.

ARTICLE 19 BENEFICIAL OCCUPANCY

19.1 DISTRICT IN POSSESSION: Provided it does not unreasonably interfere with the prosecution of the work by CONTRACTOR, DISTRICT may occupy or use the project site and occupy or use completed portions of the work before entire completion of the work. Such use and occupancy does not affect any obligation of CONTRACTOR, does not constitute an acceptance of the work or any part thereof by DISTRICT, and does not affect any guarantees by CONTRACTOR.

ARTICLE 20 ACCEPTANCE OF PROJECT

20.1 FINAL INSPECTION – NOTICE OF COMPLETION: When the work is substantially complete, CONTRACTOR shall perform its own inspection of the work, noting any deficiencies and correcting them. Once this is accomplished the CONTRACTOR may notify DISTRICT in writing, at least two (2) calendar days in advance that the work will be ready for final inspection on a certain date. On the date, DISTRICT shall cause the work to be inspected and subjected to such tests as deemed required by the DISTRICT for the purpose of determining if the work is complete in every respect. When the work is found to be in compliance with the Contract Documents, the DISTRICT will recommend acceptance by the Board of Supervisors/Directors and request that a notice of completion be filed with the County Recorder.

Substantial Completion? Closeout Procedures (including inspections), Submittal of project records??

ARTICLE 21 WARRANTIES AND GUARRANTEES

21.1 GUARANTEE OF WORK: All work is guaranteed by CONTRACTOR for a period of one (1) year from the recordation of the Notice of Completion, including but not limited to those resulting from inferior materials, equipment, or workmanship. Upon notice from DISTRICT, CONTRACTOR shall promptly remedy any problems at CONTRACTOR's expense; otherwise, DISTRICT shall proceed to remedy such problems and CONTRACTOR shall reimburse DISTRICT for its expenses in connection therewith.

This one-year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents or by suppliers or manufacturers.

CONTRACTOR is under an affirmative duty to disclose latent defects. At final inspection, CONTRACTOR shall advise DISTRICT of known latent defects. If at final inspection there are undisclosed latent defects that are known to CONTRACTOR or reasonably should have been known to CONTRACTOR, the guarantee period is extended by the number of days prior to discovery of such latent defects by DISTRICT.

ARTICLE 22 SUSPENSION OF WORK, TERMINATION

22.1 DISTRICT's RIGHT TO STOP WORK OR TERMINATE THE CONTRACT IF:

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

1. CONTRACTOR shall be adjudged bankrupt or makes an assignment for the benefit of creditors; or
2. a receiver or liquidator is appointed for CONTRACTOR or any of its property; or
3. CONTRACTOR refuses or fails to supply sufficient properly skilled workers or suitable material; or
4. CONTRACTOR fails to prosecute the work with such diligence as will ensure its completion within the stipulated time period; or
5. CONTRACTOR fails to make payments to persons supplying labor or materials for the work; or
6. CONTRACTOR does not comply with applicable law or instructions of DISTRICT; or
7. CONTRACTOR is in material violation of any provision of the Contract Documents; then DISTRICT, without prejudice to any other right, remedy or relief it may be entitled to, with ten (10) days written notice to CONTRACTOR, terminate the employment of CONTRACTOR and its right to proceed, either as to the entire work, or at DISTRICT's option, as to any portion thereof as to which delay shall have occurred or breach or noncompliance relates, and DISTRICT may thereupon take possession of the affected work and complete the work by another contract or otherwise as DISTRICT deems expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion and other damage, expense or loss of DISTRICT occasioned by CONTRACTOR 's failure to properly perform, such excess shall be paid CONTRACTOR. If such expense and damage exceeds the unpaid balance, CONTRACTOR is liable to DISTRICT for the excess, and DISTRICT may retain the unpaid balance. If DISTRICT elects to proceed under this section, it may take possession of and utilize in completing the work such materials, supplies, plants and equipment on site that may be necessary or convenient for the purpose of completing the work.

If the construction of the project is damaged by an Act of God in excess of five percent (5%) of the contract amount, then the DISTRICT may, without prejudice to any other right or remedy, terminate the project.

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice Inviting Bids - Harford Springs Reserve Staging Area /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/29, 02/05, 02/12/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: February 12, 2021
At: Riverside, California


Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011438736-01

P.O. Number:

*Regional Park
& Open Space
District
Item 13.2
of 01/26/2021*

Ad Copy:

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District ("DISTRICT") invites sealed bids for construction improvements of the following project ("Work" or the "Project"):

Harford Springs Reserve Staging Area Project (PKARC 0247),
located at 21470 Gavilan Road, Perris, CA 92570

The DISTRICT is seeking bids for a project that is not to exceed \$400,000 dollars in construction cost. The DISTRICT has completed the bid set and the specifications for the development of an equestrian based staging area that will include: the creation of an approximately 1.8-acre day-use parking and staging area (Project site) in the southeast corner of the Park, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day-use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables.

Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.

The performance period for this project including all project submittals, reviews, and actual construction will last no more than one hundred and twenty (120) calendar days or by October 31, 2021, whichever comes first. This is including project completion, punch list, and issuance of the Notice of Completion.

On or after January 26, 2021, complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at www.e-arc.com. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

**Riverside County Regional Park and Open-Space District 4600
Crestmore Road Jurupa Valley, CA 92509 Attention: Luis Medina,
Buyer II Fax: 951-955-4726 lumedina@rivco.org
www.rivcoparks.org for DISTRICT information.**

There will be a mandatory pre-bid meeting held on February 4, 2021 at 10:00 am, however prospective bidders are encouraged to visit the site and review the area. Due to COVID-19 restrictions, this meeting may be switched to a Virtual meeting. If the PRE-BID Meeting is virtually conducted, all parties who have RSVP will be sent the link and log in information. The reserve is located at 21470 Gavilan Road, Perris, CA 92570. It is important that potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner, and how this will affect the bid amount.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. All bids are due no later than 2:00 PM, Friday, February 19, 2021. Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time. Due to COVID restrictions, public opening of Bids will be conducted via video conference. All parties who have submitted a Bid will be sent the link and log in information Bids may also be submitted via email to lumedina@rivco.org

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork. The awarded prime contractor shall post job site notices as prescribed by regulation at start of contract. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner, in the manner as required in Labor Code Section 1771.4. In accordance with the provisions of California Public Contract Code Section 3300, the DISTRICT requires that the Bidders possess, at the time of submitting a bid for this project, at the time of award of a contract for the Project, and at all times during the Work, the following classifications of California Contractors License: "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. Contractors whether General Contractor or specialty contractor proposed in this bid must hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the appropriate license classifications required by applicable laws for the classifications of the work to be performed and be registered with the California Department of Industrial Relations. It is the responsibility of the Bidder to review the bid package and ensure that all licenses required to perform the Work contained herein have been obtained and are current, including checking to make certain a subcontractor listed possesses the appropriate license for the specialty subcontracted. This project requires the payment of prevailing wages and certified payroll. Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works. The Bidder

receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The awarded prime contractor shall post all pertinent wage determinations on the jobsite at all times and shall post job site notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775, 1776, and 1777.5.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

Substitution of securities for any moneys withheld by DISTRICT shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Luis Medina, Buyer II, at lumedina@rivco.org or Fax: 951-955-4319.

Alternative formats available upon request to individuals with disabilities.

Dated: January 26, 2021 KECIA R. HARPER, Clerk of the Board
By: Hannah Lumanuw, Board Assistant
Press-Enterprise: 1/29, 2/05, 2/12



OFFICE OF THE
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA R. HARPER
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

January 25, 2021

PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

E-MAIL: legals@pe.com
FAX: (951) 368-9018

RE: NOTICE INVITING BIDS: HARFORD SPRINGS RESERVE STAGING AREA

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) CONSECUTIVE FRIDAYS: JANUARY 29, 2021; FEBRUARY 05, 2021; AND FEBRUARY 12, 2021.**

We require your affidavit of publication immediately upon completion of the last publication.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Hannah Lumanauw

Board Assistant to:
KECIA R. HARPER, CLERK OF THE BOARD

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District ("DISTRICT") invites sealed bids for construction improvements of the following project ("Work" or the "Project"):

Harford Springs Reserve Staging Area Project (PKARC 0247),
located at 21470 Gavilan Road, Perris, CA 92570

The DISTRICT is seeking bids for a project that is not to exceed \$400,000 dollars in construction cost. The DISTRICT has completed the bid set and the specifications for the development of an equestrian based staging area that will include: the creation of an approximately 1.8-acre day-use parking and staging area (Project site) in the southeast corner of the Park, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day-use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables.

Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.

The performance period for this project including all project submittals, reviews, and actual construction will last no more than one hundred and twenty (120) calendar days or by October 31, 2021, whichever comes first. This is including project completion, punch list, and issuance of the Notice of Completion.

On or after January 26, 2021, complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at www.e-arc.com. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

Riverside County Regional Park and Open-Space District 4600 Crestmore Road Jurupa Valley, CA 92509
Attention: Luis Medina, Buyer II Fax: 951-955-4726 lumedina@rivco.org See www.rivcoparks.org for DISTRICT information.

There will be a mandatory pre-bid meeting held on February 4, 2021 at 10:00 am, however prospective bidders are encouraged to visit the site and review the area. Due to COVID-19 restrictions, this meeting may be switched to a Virtual meeting. If the PRE-BID Meeting is virtually conducted, all parties who have RSVP will be sent the link and log in information. **The reserve is located at 21470 Gavilan Road, Perris, CA 92570.** It is important that potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner, and how this will affect the bid amount.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. All bids are due no later than **2:00 PM, Friday, February 19, 2021. Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Due to COVID restrictions, public opening of Bids will be conducted via video conference. All parties who have submitted a Bid will be sent the link and log in information Bids may also be submitted via email to lumedina@rivco.org

Pay applications will be tied to the successful completion of all activities in both parts of the contract including

the timely submission of all paperwork. The awarded prime contractor shall post job site notices as prescribed by regulation at start of contract. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner, in the manner as required in Labor Code Section 1771.4. In accordance with the provisions of California Public Contract Code Section 3300, the DISTRICT requires that the Bidders possess, at the time of submitting a bid for this project, at the time of award of a contract for the Project, and at all times during the Work, the following classifications of California Contractors License: "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. Contractors whether General Contractor or specialty contractor proposed in this bid must hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the appropriate license classifications required by applicable laws for the classifications of the work to be performed and be registered with the California Department of Industrial Relations. It is the responsibility of the Bidder to review the bid package and ensure that all licenses required to perform the Work contained herein have been obtained and are current, including checking to make certain a subcontractor listed possesses the appropriate license for the specialty subcontracted. This project requires the payment of prevailing wages and certified payroll. Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works. The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The awarded prime contractor shall post all pertinent wage determinations on the jobsite at all times and shall post job site notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775, 1776, and 1777.5.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

Substitution of securities for any moneys withheld by DISTRICT shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Luis Medina, Buyer II, at lumedina@rivco.org or Fax: 951-955-4319.

Alternative formats available upon request to individuals with disabilities.

Dated: January 26, 2021

KECIA R. HARPER, Clerk of the Board
By: Hannah Lumanauw, Board Assistant

202033196.001

RECEIVED

MAR 16 2021

COUNTY COUNSEL

**TO: COUNTY COUNSEL, MAIL STOP #1350
ATTN: Kristine Bell-Valdez**

FROM: Hannah Lumanauw (Board Assistant, COB)

**BID PACKETS FOR: Harford Springs Reserve Staging Area
Project**

**PROJ. MGR.: Luis Medina (Parks), 951-9555-4726;
Analicia Gomez (Parks), 951-9555-6998**

BID OPENING DATE: 03/11/2021 @ 02 P.M.

Summary of Bids

TO: County Counsel
FROM: Hannah Lumanauw
951-955-8464
Board Assistant (COB)
PROJ. MGR: Luis Medina (Parks),
(951)-955-4726;
Analia Gomez,
(951)-955-6998

PROJECT: Harford Springs Reserve Staging
Area Project
BID DATE: 03/11/2021
BID TIME: 02:00 P.M.

CONTRACTORS

Total Base Bid

Cornerstone Construction Services, Inc.
1845 W. 9th Street
Upland, CA 91786
(909)-985-6766

Base Bid: \$275,000.00
Total Bid Amount: \$275,000.00

Epsilon Engineering
25268 Bronze Drive
Moreno Valley, CA 92557
(951)-208-2667

Base Bid: \$382,243.00
Total Bid Amount: \$382,243.00

Millsten Enterprises, Inc.
31051 11th Street
Nuevo, CA 92567
(951)-238-8666

Base Bid: \$364,500.00
Total Bid Amount:

Three Peaks Corp
1025 Calimesa Blvd., #6
P.O. Box 101
Calimesa, CA 92320
(909)-795-1690

Base Bid: \$241,390.00
Total Bid Amount: \$241,390.00

Zoran Construction Group, Inc.
P.O. Box 8308
Rancho Santa Fe, CA 92067
(858)-746-4600

Base Bid: \$396,675.00
Total Bid Amount:

COUNTY OF RIVERSIDE

REQUEST FOR BID # PKARC-247

**REQUEST FOR BIDS FOR CONSTRUCTION
IMPROVEMENTS HARFORD SPRINGS RESERVE
STAGING AREA PROJECT**



**ADDENDUM NO. 1
February 17, 2021**

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addendum on behalf of the company listed below.

Signed: Erik Simmons Dated: 2/17/21
Name and title: ERIK SIMMONS, PRESIDENT
Company: THREE PEAKS CORP.

COUNTY OF RIVERSIDE

REQUEST FOR BID # PKARC-247

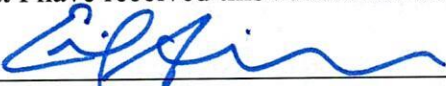
**REQUEST FOR BIDS FOR CONSTRUCTION
IMPROVEMENTS HARFORD SPRINGS RESERVE
STAGING AREA PROJECT**



**ADDENDUM NO. 2
February 17, 2021**

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addendum on behalf of the company listed below.

Signed:  Dated: 2/17/21

Name and title: ERIK SIMMONS, PRESIDENT

Company: THREE PEAKS CORP.

BID FORM

To: The Governing Board of the Riverside County Regional Park and Open-Space District

Date: March 11th, 2021

Bidder: Three Peaks Corp
(Full Legal Business Name)

NOTE: BID FORM includes pages 15-27. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully and thoroughly examined the site and the Contract Documents for the **Construction Improvements for Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, Bidder agrees and understands that:

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within five (5) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,
YOUR BID WILL BE REJECTED.**

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for **Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

Base Bid: Two Hundred Forty One Thousand Three Hundred Ninety dollars (\$ 241,390.00),
(in words)

including all applicable taxes, licenses, Bonds , contingency AND Course of **Construction Builders Risk Insurance.**

C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND ANY BID ALTERNATES):

Two Hundred Forty One Thousand Three Hundred Ninety dollars (\$ 241,390.00),

including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

2. DESIGNATION OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the subcontractor name and location of the place of business, describe the portion of the work, public works contractor registration number issued pursuant to Labor Code Section 1725.5 and the California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work according to detailed drawings in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same service portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
 21470 GAVILAN ROAD, PERRIS, CA 92570
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

In the event of an inadvertent error in listing the California contracting license number or the public works contractor registration number issued pursuant to Labor Code Section 1725.5, Bidder shall have up to twenty four (24) hours after bid opening to provide the correct license number or registration number of a listed subcontractor pursuant to Public Contract Code section 4104. Such an inadvertent error shall not be grounds for filing a bid protest or grounds for considering nonresponsive if the corrected number is provided within 24 hours and the corrected number corresponds with the submitted name and location for that subcontractor.

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by DISTRICT must be provided by bidder

PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE FAX
	NINE		PH: Email:
			PH: Email:

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
 21470 GAVILAN ROAD, PERRIS, CA 92570
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE EMAIL
			PH:
			Email:
			PH:
			Email:

Note: If additional space is needed attach a separate sheet and note on page 29 of this Bid Form if a sheet is or sheets are attached.

3. ADDENDA

Bidder acknowledges receipt of the following addenda:

Addendum 1, Addendum 2

4. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: Ralph Mahoney

TITLE: Estimator

DATE OF INSPECTION: February 4th, 2021

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. **IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB-CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SPLASH PAD EXPANSIONS and SIMILAR INSTALLATION RELATED PROJECTS.**

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/EMAIL
1. Uptown Park	California Street, Yucaipa CA 92399	City of Yucaipa	PH: 909-797-2489 Email: lkern@yucaipa.org

2. Sylvan Park Skate Park	601 University Street, Redlands CA 92374	City of Redlands	PH: 909-335-7082
			Email: gdobey@cityofredlands.org
3. McGee Park	375 S First Street El Centro, CA 92243	City of El Centro	PH: 760-337-4543
			Email: jvillaverde@cityofelcentro.org
4. Waterman Park	1920 N Waterman Avenue El Centro, CA 92243	City of El Centro	PH: 760-337-5182
			Email: jluna@cityofelcentro.org
5. Wildcatter's Dog Park	3450 E Santa Fe Road Brea, CA 92821	City of Brea	PH: 714-990-7600
			Email: billb@ci.brea.ca.us

6. **Additional Pages:**

CONTRACTOR has attached the following additional pages to this bid form:

N/A

7. **LICENSE AND REGISTRATION**

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s) and Bidders must have a current registration with the Department of Industrial Relations (DIR) in order to bid on public works projects. Proof of registration is required

License Class: A, B, C-10, C-33

License No: 941528

Expiration Date: 12-31-2021

Department of Industrial Relations Registration Number: 1000008140

8. **BIDDER DATA:**

Full legal name of firm: Three Peaks Corp

Name under which firm
 conducts business: Three Peaks Corp

Address: 1025 Calimesa Blvd #6 PO Box 101 Calimesa, CA 92320

Phone: 909-795-1690

Email: erik@threepeakscorp.com

Type of Organization (corporation, partnership, etc.): Corporation

Person(s) authorized to sign for Bidder: Erik Simmons, President/Secretary/Treasurer

Note: If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Contractor's license number: 941528

License Classification(s): A, B, C-10, C-33

Expiration date: 12-31-2021

Department of Industrial Relations Registration Number: 1000008140

9. BIDDER SIGNATURE

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature: 

Name: Erik Simmons

Title: President

Date: 03-11-2021

BID BOND

1. Three Peaks Corp., "CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District**, "DISTRICT," for the construction of the public work for **Construction Improvements for Harford Springs Reserve Staging Area Project** (PKARC 0247), located at 21470 Gavilan Road, Perris, CA 92570, in accordance with the Notice Inviting Bids from DISTRICT.

2. The Ohio Casualty Insurance Company, a New Hampshire corporation, "Surety", is the surety of this bond.

Agreement:

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) DISTRICT rejecting CONTRACTOR's bid; or, (2) if CONTRACTOR's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which DISTRICT may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY
The Ohio Casualty Insurance Company

BY: _____
NAME: Lawrence F. McMahon
TITLE: Attorney-in-Fact
DATE: February 16, 2021

CONTRACTOR
Three Peaks Corp.

BY: Erik Simmons
NAME: Erik Simmons
TITLE: President
DATE: 3/11/21



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On FEB 16 2021

before me, Janice R. Martin

, Notary Public,

Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(~~ies~~), and that by his/~~her/its~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public Janice R. Martin

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



Liberty Mutual Surety
1001 4th Ave Ste 3800
Office: 206-473-3533


As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Safeco Insurance Company of America
American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

By: 

Renee C. Llewellyn, Assistant Secretary

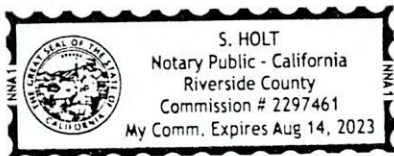
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }
On March 11, 2021 before me, S Holt, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Erik Simmons
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

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

The undersigned declares:

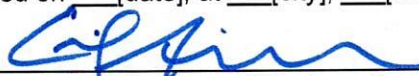
I am the President of Three Peaks Corp, the party making the foregoing bid.

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

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

03-11-2021 Calimesa, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___[date], at ___[city], ___[state]."



[Signature of Declarant]

Erik Simmons

[Printed Name of Person Signing]

Three Peaks Corp

[Name of Bidder]

President

[Office or Title]

Iran Contracting Act Certification (Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a DISTRICT contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

OR


b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Three Peaks Corp		<i>Federal ID Number (or n/a)</i> 27-1376483	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> Erik Simmons, President			
<i>Date Executed</i> 03-11-2021		<i>Executed in</i> Calimesa, CA	

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

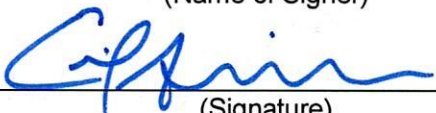
- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Three Peaks Corp
(Name of Contractor)

By:

Erik Simmons
(Name of Signer)


(Signature)

President
(Title)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: between County of Riverside ("County")
and ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: 03-11-2021

Contractor Name: Three Peaks Corp

Signature: 

Print Name: Erik Simmons

Title: President

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

As a prime or subcontractor on one or more public works projects, you are subject to the requirements of the State of California's Senate Bill 854 (SB-854). This notice serves as a reminder of the requirements of the bill and the phases for compliance established by the bill.

All contractors, regardless of tier, must be registered with the State of California Department of Industrial Relations in order to bid or work on any public works project.

- This is an annual registration that expires June 30 of every year.
- If your registration expires on June 30, 2020, you must renew it before July 1, 2021, or pay a penalty of \$2,000 if you renew after that date. See the News Release No.: 2015-117 from the California Department of Industrial Relations, here: <http://www.dir.ca.gov/DIRNews/2015/2015-117.pdf>