INFORMATION HANDOUT

For Contract No. 11-416904
At 11-Imp-8-R90.0/R96.8

Identified by
Project ID 1114000006

AGREEMENTS

1. Quechan Tribe, Tribal Employment Rights Ordinance (TERO) Requirements:
   - 1.1. Memorandum of Understanding (MOU), dated April 29, 2013, and Amendment One, dated January 15, 2015
   - 1.2. TERO Highway Construction Permit (THCP) Application
   - 1.3. Program Guidelines (Compliance Plan)
   - 1.4. Compliance Plan Application

PERMITS

2. Encroachment permit requirements for Traffic Control along I-8 extending into Arizona Department of Transportation (ADOT), dated April 22, 2015

MATERIALS INFORMATION

3. Water source information, Quechan Indian Tribe, Ft. Yuma Indian Reservation, dated March 19, 2015
4. Ramp Pavement Rehabilitation Recommendations-Revision, dated March 12, 2015
5. Structural Sections Recommendations-Revised, dated March 12, 2015
6. Structural Sections/Pavement Rehabilitation Recommendations-Revised, dated February 26,2015
7. Structural Sections/Pavement Rehabilitation Recommendations-Revised, dated November 20, 2014

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11
and
Quechan Tribe of the Fort Yuma Indian Reservation (TRIBE)

1. PURPOSE AND RECITALS

The California Department of Transportation (Caltrans) desires to implement Tribal Employment Rights Ordinances on transportation projects and work cooperatively with federally recognized California Native American Tribes (Tribal Governments) to increase Native American employment opportunities. Caltrans pays Tribal Employment Rights Ordinance (TERO) fees for the portions of the projects on tribal lands. Caltrans honors tribal ordinances pursuant to the law and follows TERO provisions on Hiring Preferences for Contracted State Highway Work conducted on tribal lands or on any State highway included in a TERO tribe's Indian Reservation Road (IRR) inventory when a portion of the project is on tribal lands. To this end, on December 15, 2010, Caltrans adopted Deputy Directive DD-74-R2 in accord with 23 USC § 140(d) and California Attorney General Opinion No. 07-304.[1]

Pursuant to Deputy Directive DD-74-R2, Caltrans District 11 and the Quechan Tribe of the Fort Yuma Indian Reservation (Tribe) are engaging in this Memorandum of Understanding (TERO MOU) to facilitate the application of the Tribe's TERO for Caltrans projects on Tribal Land and to delineate the roles and responsibilities of the Tribe and Caltrans in this process.

This TERO MOU covers all applicable projects. A Project Fact Sheet with project specific information will be developed for each individual project (Attachment A).

This TERO MOU represents the present intention of the parties, but it is not intended to be used as a sole basis for authorizing funding and it is not a legally binding contract between the parties unless a TERO fee is paid by Caltrans to the Tribe.

Caltrans and the Tribe presently understand that:

2. MEETINGS

Caltrans

(A) The District Director, with appropriate Caltrans staff, including the District Native American Liaison (DNAL), will seek to hold at least two meetings a year with Tribes in the District to discuss upcoming projects and priorities, including those with TERO requirements. All tribes, including the Quechan Tribe, will be invited to participate, and Caltrans may discuss information on employment

[1] Per suggestions at TERO Workgroup meeting 9/6/12, TERO fee language placed in second sentence of paragraph (up front). Language in sentence regarding hiring preference left the same since taken from DD-74-R2. Bullet points removed and references to law and AG's opinion added pursuant to workgroup meeting 10/30/12.

opportunities; eligibility requirements for Native American-owned firms to become Disadvantaged Business Enterprises; and other information important to working in conjunction with the Tribe's TERO.[2]

(B) The Residential Engineer (RE), DNAL, and/or other appropriate Caltrans staff will invite the Tribe's TERO Officer to project pre-construction meetings. Five business days' notice will be given to the Tribe prior to the meeting.

(C) The RE, DNAL, and/or other appropriate Caltrans Staff will inform the TERO Officer of tailgate safety or other meetings when projects with TERO requirements are in construction.[3]

Tribe

(D) The TERO Officer and/or other officials the Tribe deems appropriate will attend project preconstruction meetings.

(E) If the TERO Officer and/or other officials cannot attend meetings described in (A) and (C) above, they will make arrangements with the DNAL, RE, or other appropriate Caltrans staff to obtain the information imparted at said meetings.

(F) The Tribe will notify Caltrans of information regarding TEROs; Tribal Land boundaries; the IRR inventory list; personnel; or any other information that may be important to facilitating projects with TERO requirements at the aforesaid meetings, and will work with the DNAL to ensure Caltrans has this information through other mediums and channels as appropriate (teleconferences, videoconferences, emails, meetings at Tribal offices, etc.).[4]

3. INFORMATION SHARING BETWEEN CALTRANS AND TRIBE

Caltrans

(A) The DNAL will be the first point of contact for information regarding Caltrans TERO policies and procedures within the District unless the Tribe is otherwise notified by the District.

(B) The DNAL will maintain a list of Tribes with TEROs in the District and include the Quechan Tribe on it. Location information with postmiles for Tribal Land on which State Highway is located will be included and provided to the District Director and other Caltrans staff as appropriate. The list will be included in this MOU as Scope of Memorandum (Attachment D).

(C) The DNAL will work with the Tribe to obtain copies of the Tribe's TERO, IRR inventory list, TERO Highway Construction Permit (THCP), and other documents and/or information necessary for implementing projects with TERO requirements.

---

[2] Corresponds to Guidance re: biannual meetings (pgs. 16, 22)

[3] Corresponds with Guidance regarding preconstruction conference (pg. 18); "tailgate meetings" as well as (B) and (C) added pursuant to conversations with Lonora.

[4] Corresponds with Guidance (pg. 19) though Guidance not explicit about information to be discussed at meetings by tribe; "personnel," "any other information," and "other mediums" language added in.

(D) The DNAL will be included in Project Development Team (PDT) meetings for projects with TERO requirements.[5]

(E) The DNAL, RE, or other appropriate Caltrans staff will inform the TERO Officer of project construction schedules, safety requirements, and/or any changes to a project that may impact labor force needs or other TERO requirements while it is in construction.

Tribe

(F) The TERO Officer or other tribal members (as deemed appropriate by the TERO Officer or other designee) will ensure the DNAL has a copy of the Tribe's most recent TERO; information on Tribal Lands and boundaries, including relevant portions of the Tribe's IRR inventory list; and other documents and/or information necessary for implementing projects with TERO requirements.[6]

(G) The TERO Officer or other tribal representatives (as deemed appropriate by the TERO Officer or other designee) will contact the RE prior to visiting construction sites.

4. TRIBAL HIGHWAY CONSTRUCTION PERMIT (THCP)

Caltrans

(A) A THCP application will be attached to this MOU and included in a Supplemental Information Handout accompanying the special provisions for projects with TERO requirements.

(B) Caltrans will include Special Provisions (Attachment C) directing contractors to:

a. Submit a THCP application to the Tribe within five (5) business days of contract approval and submit a copy to the Caltrans Residential Engineer (RE) at the same time.
b. Submit an executed THCP to the RE within ten (10) business days after receipt from the Tribe.
c. Not begin work until the RE receives a complete THCP from contractor.[7]

Tribe

(C) The Tribe will maintain a database of personnel trained to industry standards appropriate for each labor category and refer a list of qualified personnel to contractors and subcontractors after receiving a THCP application.

(D) The Tribe will return a completed THCP to the contractor within 30 days of receiving a THCP application.[8]

---

[5] (A), (B), (C), and (D), and (E) corresponds with Guidance pgs. 10, 17-18. (E) language on safety and schedules included pursuant to workgroup suggestions 9/6/12 . Labor force needs added pursuant to suggestion of workgroup 10/30/12.

[6] Corresponds with Guidance (pg. 19).

[7] (A) and (B) consistent with Guidance pg. 15.

[8] (C) and (D) consistent with Guidance pgs. 16, 19. "Complete" may need to be better defined in THCP template.

5. TERO TAX/FEE

Caltrans will pay a TERO fee of one-half percent (0.5%) on the total bid amount for portions of projects on Tribal Lands.[9] If a TERO Fee is paid, this MOU shall become a binding agreement and the covenants whereby the parties will seek to perform certain actions or may elect to perform certain actions shall become binding obligations of the respective parties, and the parties agree to perform such actions.

If a TERO fee is paid:

Caltrans

(A) The RE, DNAL, or other appropriate Caltrans staff will notify the TERO Officer when a contract with TERO requirements is approved.
(B) Upon receipt of a complete THCP, the RE will provide all documentation necessary so that the Tribe can properly invoice Caltrans for the amount of a contract subject to the TERO Tax/Fee.
(C) Caltrans will pay the Tribe within 45 days upon receipt of the invoice by the RE, pursuant to the Prompt Payment Act (Government Code 927, et seq.).
(D) The RE will forward the TERO invoice to Caltrans Accounting within 7 days of receiving a TERO invoice in accordance with established Construction payment procedures.[10]

Tribe

(E) The Tribe will properly invoice Caltrans for the TERO fee within 15 days after the RE provides documentation of the amount of the contract subject to the fee.
(F) The invoice will be given to a project's RE.[11]
(G) The Tribe will use the fee to support the Tribe's economic development and employment programs, as described in the Tribe's TERO.

6. TERO INFORMATION IN CONTRACT AND BID DOCUMENTS

(A) Caltrans will inform prospective bidders of projects with TERO requirements by including a Special Notice in construction contracts.
(B) Caltrans will notify the contractor of a minimum 90-day delayed start to allow for processing of the THCP as indicated in item 4.
(C) Caltrans will direct the contractor to the TERO Requirements Information Handout under Supplemental Project Information. The following will be included in the Information Handout:

---

[9] "Total Bid amount" added in pursuant to email from Jill Sewell, to comport with language in 2010 specs.
[10] (A), (B), (C), and (D) consistent with Guidance pgs. 14, 16, though minor aspects inferred, such as the RE providing the documentation/calculations for the tax/fee. Per Accounting, if a tribe is considered a non-small business vender and it takes 45 days for a check to be cut. Provision added to clarify meaning of "prompt payment" per Workgroup Meeting 9/6/12.
[11] Adapted from Guidance pgs. 16, 18-19—Note: Guidance needs clarity on when invoicing occurs.

a. This MOU
b. Appropriate TERO provisions pertaining to the Contracted State Highway Work done within that TERO tribe's jurisdiction, included in the MOU.
c. Project Fact Sheet (MOU Attachment A)
d. THCP Application or equivalent (MOU Attachment B)
e. Project-Specific TERO Special Provisions including THCP related provisions noted in Stipulation 4 (MOU Attachment C).[12]
f. Scope of Memorandum (MOU Attachment D).

7. HIRING PROCESS

Caltrans

(A) To the extent permitted by Federal and State law, contractors will be directed to follow hiring preference provisions of Tribal Law as defined by the Tribe's TERO, in regard to Hiring Preferences when undertaking Contracted State Highway Work on Tribal Lands.

(B) To the extent that the terms of this MOU are applicable, the DNAL will work with the Tribe in order to incorporate the Tribe's TERO (as set forth in this MOU) within Contracted State Highway Work.

[Note: The following terms related to hiring preference may appear in a Tribe's TERO and may need to be discussed during the development of the MOU:. They may or may not be included in the MOU.

"Applicability"
"Compliance/Indian Preference Plan"
"Core Employee"
"Covered Positions"
"Eligible Indian"
"Employee"
"Indian Preference"
"Industry Standards"
"Qualified Indian"
"Threshold/Hiring Criteria"]

TRIBE

(C) The Tribe will work with the Caltrans in order to incorporate the Tribe's TERO (as set forth in this MOU) within Contracted State Highway Work, including the provisions set forth above.

8. DEFINITIONS

Caltrans and the Tribe

---

[12] Adapted from Guidance pgs. 14-16; e. inferred from Guidance. Guidance says minimum 55-day delayed start, but D-1 has been using a minimum 45 days. Is there a preference?

(A) The following definitions, taken from or adapted in accordance with DD-74-R2, are incorporated herein:

a. Contracted State Highway Work means non-emergency Caltrans projects, construction and contracted maintenance, conducted on tribal lands or on any State highway included in the Tribe's IRR inventory when a portion of the project is on its tribal lands.
b. Federally Recognized Tribe – A tribal government and members of any tribe, band, pueblo, nation or other organized group that is acknowledged by the Federal Government to constitute a tribe with a government-to-government relationship with the U.S. and eligible for programs, services, and other relationships established by the U.S. for Indians because of their political status as Indians (U.S. Department of Transportation Order DOT 5301.1 dated November 16, 1999), or community including any Alaska Native village or region pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).
c. Hiring Preference – In addition to other federal laws requiring Indian preference in employment, Congress has expressly authorized states to implement Indian hiring preferences for highway work conducted on tribal lands. Implementation of Indian hiring preferences is in recognition of, and with reference to, Congress' fiduciary responsibility to advance tribal economic development and self sufficiency.
   Hiring preferences are predicated upon membership in a Federally Recognized Tribe, so the term "federally recognized Indian" is a political classification for the purposes of this Memorandum. TERO Hiring Preferences are only available to enrolled members of Federally Recognized Tribes, and the Department cannot favor one tribe over another in implementing a Hiring Preference. Qualified job applicants will be provided to Caltrans contractors by the Tribe's designated TERO representative
d. Indian Reservation Road (IRR) – A public road that is located within or provides access to an Indian reservation, Indian trust land, or restricted Indian land (23 U.S.C. §101(a)(12)). These roads are important to the overall public transportation needs to the reservation, and are recommended to the Bureau of Indian Affairs (BIA) for inclusion in the IRR inventory by the Tribe. Approval for inclusion of these routes must be given by BIA. Revised route sheets and updated documents are submitted to the Federal Lands Highway Program Administrator so the IRR inventory can be updated.
e. Tribal Employment Rights Ordinance (TERO) – A legislative act adopted by the governing body of a Federally Recognized Tribe.
f. Tribal Lands – Lands within a reservation, lands held in trust by BIA, or lands otherwise under the direct ownership of the Tribe.[13]

[13] Definitions included per suggestions of workgroup 9/6/12.

9. DURATION AND AMENDMENTS

Caltrans and the Tribe

> This MOU may only be amended by a written agreement between the parties, and it may be terminated by either party upon at least thirty (30) days prior written notice to the other party. In the event of termination, unless otherwise mutually agreed by the parties, the provisions of this MOU will remain in force with respect to contracts for Contracted State Highway Work that were executed before the MOU was terminated.[14]

The parties hereto have agreed to the Stipulations cited in this document and have further approved this MOU for signature by their duly authorized representatives.

For the Quechan Tribe of the Fort Yuma Indian Reservation:

Keeny Escalanti, Sr., President

Date: 04/23/2013

For the California Department of Transportation:

Bill Figge for Laurie Berman

District Director, District 11

Date: 4-29-2013

[14] Provision (A) originally language taken from pre-DD-74-R2 TERO MOUs and added per suggestion of Workgroup Meeting 9/6/12. Legal updated language in this draft to include written notification.

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

Memorandum

Flex your power!
Be energy efficient!

To: BILL FIGGE
Deputy District Director of Planning
Department of Transportation

Date: **April 26, 2013**

From: **LAURIE BERMAN**
District Director
District 11

Subject: Confirmation and Delegation of Authority to William "Bill" Figge

Pursuant to the authority vested in me by the Director of Transportation, you are hereby delegated my full authority in my absence from Monday, April 29, 2013, through Monday, April 29, 2013 to sign documents on my behalf in District 11.

AMENDMENT ONE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11
AND
QUECHAN INDIAN TRIBE OF THE FORT YUMA INDIAN RESERVATION

The Memorandum of Understanding (TERO MOU) between California Department of Transportation District 11 (Caltrans) and Quechan Indian Tribe of the Fort Yuma Indian Reservation (Tribe), as executed on April 29, 2013, is hereby amended as follows:

The third paragraph of Item 1, **PURPOSE AND RECITALS**, is amended to read:

> This TERO MOU covers all applicable projects. This TERO MOU includes four attachments to be updated by Caltrans and the Tribe for each applicable project. A Project Fact Sheet (Attachment A), THCP Application or equivalent (Attachment B), Special Provisions (Attachment C), and Scope of Memorandum (Attachment D), all with project specific information will be developed for each individual project without need for further amendment of this TERO MOU.

The first sentence of Item 5, **TERO TAX/FEE**, is amended to read, "Caltrans will pay a TERO fee of two percent (2%) on the total bid amount for portions of projects on Tribal Lands."

Item 6, **TERO INFORMATION IN CONTRACT AND BID DOCUMENTS**, Paragraph B, is amended to read, "Caltrans will notify the Contractor of a minimum 45-day delayed start to allow for processing of the THCP as indicated in item 4, unless a longer period is specified in the Special Provisions (Attachment C) developed for a particular project."

The parties hereto have agreed to and have further approved this Amendment One to the TERO MOU for signature by their duly authorized representatives as set forth below.

For the Tribe:

Keeny Escalanti

Keeny Escalanti, Sr., President

Date: 12/24/2014

For Caltrans:

Laurie Berman District Director, District 11

Date: 1-15-15

Attachment A
Project Fact Sheet
Caltrans and (Tribe) MOU executed on 4/29/2013.

Project Fact Sheet

The following State highway construction project(s) have TERO requirements that must be followed pursuant to the provisions in the MOU signed by the Quechan Tribe and Caltrans on April 29, 2013 and Amendment one signed January 15, 2015:

Project EA and Project ID No.	County-Route-Postmile(s) of project	Project Description	Bridge Number [*if bridge work included*]	IRR Inventory Postmiles for IHP	TERO fee Postmiles
11-416904 1114000006	Imp-8-R90.0/R96.8	Pavement Rehabilitation	58-0306 R/L 58-0310 R/L Approach and Departure Slabs	IMP, I-8 81.69/96.95	IMP, I-8 R90.0/R95.2 R96.0/R96.8

Contacts:

Caltrans:	Phone Numbers:
District Director: Laurie Berman	(619) 688-6668
DNAL: Jesus (Chi) Vargas	(619) 688-6807
Project Manager: Sam Amen	(619) 718-7835
RE : Shawn Rizzutto	(760) 355-0430 / cell (760) 594-2032
Const. Inspector :	

Tribal Contacts:	Phone Numbers:
TERO Officer/Director: Melvin Miguel	(760) 572-0213 ex.231
Tribal Administrator: Brian Golding	(760) 572-5270

TERO MOU Date: 4/29/2013
ATTACHMENT B
TERO Highway Construction Permit (THCP)

Quechan Tribe
Tribal Highway Construction Permit
P.O. Box 1899 Yuma, Arizona 85366-1899

Name of Project: Pavement Rehabilitation

Caltrans Project Expenditure Authorization (EA) Number: 416901

The Quechan Indian Tribe of Fort Yuma Indian Reservation , issues this permit in accordance with its Tribal Employment Rights Ordinance, enacted by the federally recognized governing body of the tribe, the Quechan Tribal Council. This permit sets forth the terms and conditions under which a Contractor [and Subcontractors] are authorized to conduct work on California Department of Transportation (Caltrans) projects that occur on Tribal Land.

Terms and Conditions:

1. **Contractor/Employer:** Within 5 days of contract approval, Contractor will file a Labor Force Projection Form (attached) with the Tribe's TERO Officer. Contractor will describe the types of work to be preformed and skills needed to undertake such work. [Work to be performed by subcontractors will be included on [a/the] Labor Force Projection Form.]
2. **Core Crew:** Contractor [and Subcontractors] will identify key employees, generally supervisory in nature that have worked continuously for many seasons and are <u>not</u> recently hired for this specific project on the Labor Force Project form.
3. **Indian Preference:** If available, qualified Indians must be hired in preference to non-Indians. Employer shall neither recruit nor hire any non-Indians for any covered position until the tribal TERO Officer has provided notice that no qualified Indians are available to fill such covered position. The TERO Officer maintains an Indian Skills-Bank to assist Employers to meet the Indian preference requirements of the Tribal Employment Rights Ordinance. Covered positions are defined in the Ordinance. Each waiver issued is only for that particular position/task and the employee <u>cannot</u> be transferred to another position once that job is done.
4. **Labor Force Changes and Curtailment:** Contractor will inform the TERO Officer of any potential changes to a project that could impact the labor force while construction is ongoing. Potential changes could be the result of additional work being needed to complete a project, among other things. Where a reduction in force is necessary, excepting Core Crew members, Indians hired pursuant to Indian preference will have the priority in retention.

5. **Compliance Inspections:** The TERO Officer or other designated staff will make periodic visits to project sites to ensure employment and safety rules are adhered to. [The Officer will contact the Contractor and RE prior to site visits.] To facilitate the inspections, the Contractor will share work schedules, contact information, and information on safety or other meetings with the TERO Officer at the preconstruction meeting or other venues as arranged.
6. [**Maintaining Employment Records:** Contractors will maintain accurate employment records on all employees and all applicants for employment; regardless of length and category or employment, hired, fired, or laid-off. The files shall reflect: name, address and employment category for which applicant performed or applied to perform. If applicant was contacted but not hired, hired and fired, all data should reflect action taken by that firm. Such informational records shall be made available to the TERO Officer, upon reasonable notice.]
7. **Assistance:** If a Contractor deems that an Indian employee's performance is such that he or she is jeopardizing and endangering job loss, suspension, or termination, the Contractor may contact the TERO Officer to provide assistance toward resolving of that issue.
8. [**Tribal Holidays and Ceremonial Customs:** It is further understood that the Contractor recognizes operations are taking place within a unique cultural setting. To the extent possible the Contractor, in consultation with the TERO Officer, should consider Tribal Holidays and ceremonial customs and accommodate Indian employees requesting certain leave of absences for religious purposes.]
9. **Duration and Scope of Permit:** This permit will terminate upon project completion but may be revoked by the TERO Officer in the case that the aforementioned conditions are not met.

_____ _____

Melvin Miguel
TERO Director Date
Quechan Tribe

_____ _____

Contractor Date

Labor Force Projection Form

This form must be completed and filed with the Quechan TERO Officer. Attach additional sheets if necessary.

Contractor/Subcontractor Name: _____
Mailing Address: _____
City, State, and Zip Code: _____
Phone Number _____
Cell # _____
Contact: _____
Contracting With: Caltrans
Expenditure Authorization (EA): 416901

Briefly describe the project and basic tasks and types of work to be performed:

_____
_____
_____
_____
_____
_____
_____
_____

Please list types of skills and categories which will be required towards performing said contract:

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.
21.	22.
23.	24.
25.	26.

Indian Preference shall be accorded at every Tier Level. Please list the names and positions of your Core Crew (Core Crew members are typically supervisory and members you depend on every day). All other persons needed on this job will go through the TERO Skills Bank.

Please use as many sheets as necessary for explaining your on-site employment related projection.

NAME	JOB TITLE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	

_____ _____

Contractor Date

_____ _____

Melvin Miguel
TERO Director Date
Quechan Tribe

State Contract 416901
Project ID 1114000006

ATTACHMENT C

Project-Specific Special Provisions For Quechan Tribe TERO MOU, TERO Resolution Numbers R-100-13 and R-309-14

SPECIAL NOTICE:

- This project includes Tribal Employment Rights Ordinance (TERO) requirements. See section 5-1.20G and 8-1.04C for TERO submittal requirements.

SSP 2-1.06B SUPPLEMENTAL PROJECT INFORMATION

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in *Information Handout*	1. Quechan Tribe TERO Requirements: 1.1. Memorandum of Understanding (MOU) 1.2. TERO Highway Construction Permit (THCP) Application 1.3 Compliance Plan 1.4 Compliance Plan Application

INFORMATION HANDOUT:
Quechan Tribe TERO MOU Information contains:

1. Signed MOU and Amendment One between the Quechan Indian Tribe and the Department.
2. Attachment A Project-Fact Sheet.
3. Attachment B TERO Highway Construction Permit Application (THCP).
4. Attachment C project-specific TERO special Provisions.
5. Attachment D Scope of Memorandum

SSP 5-1.20G Tribal Employment Rights Ordinance Requirements:

Within 5 days after contract approval, apply to the Quechan Tribe (the Tribe) for a TERO Highway Construction Permit (THCP) and a TERO Compliance Plan using the forms in the Informational Handout. Pay the Tribe a fee of $500.00 plus $500.00 per subcontractor with the TERO Compliance Plan application. Submit copies of these applications to the Engineer.

Submit copies of the executed TERO Compliance Plan and the THCP within 10 days after you receive them from the Tribe.

SSP 8-1.04C:

Use a minimum 45-day delayed start after contract approval.
Do not start job site activities until the Department authorizes or accepts your submittal for:

Executed Quechan Tribe TERO Highway Construction Permit (THCP)
Executed Quechan Tribal TERO Compliance Plan Application

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

Copy of the executed Quechan Tribe TERO Highway Construction Permit (THCP).
Copy of the executed Quechan Tribe TERO Compliance Plan Application.

Attachment D
Scope of Memorandum
Caltrans and Quechan Tribe MOU executed on April 29, and Amendment one on January 15, 2015.

Scope of Memorandum

Projects within the following areas have TERO requirements that must be followed pursuant to the provisions in the MOU signed by the Quechan Tribe and Caltrans on April 29, 2013 and Amendment One signed on January 15, 2015:

County	Route	Begin Postmile	End Postmile	Assessor's Parcel Number (APN)	Tribal Land Ownership Status
Imperial	8	R90.0	R96.8		Reservation

Tribal Employment Rights Office
T.E.R.O.

PROGRAM GUIDELINES

Melvin Miguel, TERO Director
P.O. Box 1899
Yuma, Arizona 85366
(760) 572-0213, ext 231 Office
(760) 572-4274 Fax

Table of Contents

Welcome Letter

TERO Notice

SECTION:

1. TERO Guidelines
    - I. Coverage
    - II. Publications
    - III. Specific Indian Preference Obligations of Covered Employees
        - a) Minimum numerical goals and timetables for employment of Indians (*required, unless numerical goals were waived)*
        - b) Training
        - c) Unions
        - d) Job Qualifications
        - e) Tribal Hiring Hall
        - f) Counseling and support Programs
        - g) Preference in Subcontracting to Tribal and Indian-Owned Firms
        - h) Layoffs
        - i) Promotions
        - j) Summer Students
2. Sub-Contractors
3. Compliance Plans
4. Reporting and On-Site Inspections
5. Compliance and Hearing Procedures
6. Sanctions
7. Appeals
8. Individual Complaint Procedures

FORMS:

- TERO Compliance Plan Form
- TERO Referral Slip
- Employers Employment Request for qualified Applicants with Indian Preference

QUECHAN INDIAN TRIBE
Ft. Yuma Indian Reservation
P.O. Box 1899
Yuma, Arizona 85366-1899
Phone (760) 572-0213 x231
Fax (760) 572-4274

Welcome!

The Tribal Employment Rights Office (TERO) is the central reference point for all private employment on the Ft. Yuma Indian Reservation.

We assist individuals in all phases of the employment process. This includes assisting employers in locating qualified Quechan men and women. We advertise positions; prescreen applicants to meet the specific needs of the employers. We require that all employers contact our office for all their employment needs. Your specific job requirements will be matched with individual qualifications.

The individual and/or the employer will be issued a referral slip as proof that he/she has been prescreened and meets your requirements.

We request that you hire only those individuals who have been issued a referral slip from the TERO. *(attachment a)*

To enable the TERO to effectively execute its duties and to provide you with assistance, we request the following information prior to commencing work on the Ft. Yuma Indian Reservation:

1) The prime company contractor for this project including a list of all Subcontractors/or suppliers, if any; types of work to be performed, and the key employees by name, title and duration of individuals needed for this project.
2) A list of employment needs, approximate number and type(s) of workforce needed, i.e., Construction Laborers; Crane Operators, etc.
3) Bona fide minimum occupational requirements to fill a position.
4) Approximate start date, duration of work and a bar chart of scheduled work.
5) After commencement of work, certified payroll records are to be submitted on a weekly basis.

A Compliance Plan is required prior to commencing any work of the Quechan Reservation.

Failure to provide this data will only generate uncertainty and confusion for all parties involved. The TERO will monitor this project and will be available to assist you in meeting your employment obligations.

We would appreciate your promptness in providing this information and hope your business on the Fort Yuma Indian Reservation is both enjoyable and profitable.

Respectfully,

Melvin Miguel, Director
Tribal Rights Employment Office

QUECHAN INDIAN TRIBE
Ft. Yuma Indian Reservation
P.O. Box 1899
Yuma, Arizona 85366-1899
Phone (760) 572-0213, ext. 231
Fax (760) 572-4274

TERO NOTICE

TO: All contractors, subcontractors, employers, and contract award agencies located or engaging in commercial business or employment activity on the Fort Yuma Indian Reservation.

NOTICE IS HEREBY GIVEN that the Quechan Indian Tribe has a Tribal Employment Rights Ordinance (TERO) in effect which requires Indian preference in all construction employment, other employment, training and contracting on the Fort Yuma Indian Reservation.

BE ADVISED that the Ordinance requires 2% of a construction contract amount of $100,000 or more as a one-time Employment Administration fee on each construction contract performed on the Reservation, unless the fee has been waived by Tribal Council.

All contractors and/or subcontractors are urged to contact the Quechan TERO Office for full information prior to bidding or performing work on the Reservation.

Contact: Melvin Miguel, TERO Director
P.O. Box 1899
Yuma, AZ 85366-1899

NOTE: Any contractor or subcontractor not submitting a Compliance Plan Agreement will be denied the right to commence work or continue any work in progress until said Plan is submitted, reviewed and approved by the TERO Officer.

SECTION ONE - T. E. R. O. GUIDELINES

The following guidelines are issued pursuant to the authority granted to the Quechan Tribal Employment Rights Office hereinafter called the "Office" by Tribal Resolution R-23-79 as amended, which requires preferential employment of Indians by all employers operating within the exterior boundaries of the Fort Yuma Indian Reservation.

I. COVERAGE:

The guidelines shall be binding on all existing and future employers within the exterior boundaries of the Fort Yuma Indian Reservation, hereinafter called the Reservation". "Employer" means any person, company, contractor, sub-contractor or other entity that is located or otherwise engaged in work on the Reservation, and that employs five or more persons. The term "Employer" does not include Federal, State, County, or other governmental agencies. It does include contractors or sub-contractors of a governmental agency, if at least five of its employees spend a majority of their time performing work within the exterior boundaries of the Reservation on a continuing basis.

If an employer is engaged in work of the Reservation, these guidelines shall also apply to any other facilities of the employer that are located within the reasonable commuting distance from the Reservation. Where covered employer has already agreed, in contract or other document, to give preference to Indians, these guidelines shall define the specific obligations of that employer assumed in such agreement. The Office, reserves the right to phase in the requirements set out in these guidelines by first applying them to select types of employers. For example, the Office may determine if it's appropriate to apply them only to construction contractors during the first period of the employers operation.

II. PUBLICATIONS

The obligation of all employers to comply with Trial Employment Rights requirements shall be made known to all existing and future employers. All bid announcements issued by any Tribal, Federal, State or other private or public agency will be obligated to comply with these guidelines and that a bidder may contact this office to obtain additional information.

Those agencies responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of their obligations under these guidelines. Within one month of the effective date of these guidelines, the Office shall send copies of the guidelines to every employer presently operating on the Reservation. It shall be the responsibility of the Office to send copies of any amendments or revisions of the guidelines to all covered employers.

III. SPECIFIC INDIAN PREFERENCE OBLIGATIONS OF COVERED EMPLOYERS:

a. Minimum numerical goals and timetables for the employment of Indians. The Office, will establish the minimum number of Indian person that each employer must employ on its work force during any year that its employees work on the Reservation, in order for that employers to be in compliance with its Indian Preference obligations. If agreed upon, numerical goals shall be set for each craft, skill area, job classification, etc. used by the employer and shall include administrative, supervisory and professional categories. The goals shall be expressed in terms of man-hours of Indian employment as a percentage of the total man-hours worked on the employer's work force in that classification. (e.g., no less than 50% of all carpenter man-hours shall be worked by Indian carpenters). The goals shall be realistic and shall be based on surveys of the available Indian man-hour pool and of projected employment opportunities.

For new employers, the goals shall be established for the entire work force. The employer shall meet with the Office as much before it actually begins work as is possible e.g., immediately after a bid is accepted and a contract signed. The employer shall provide the Office with a precise list of number and kinds of employees it projects it will need. The Office shall then set specific goals and timelines for that employer after considering any special factors or circumstances that the employer wishes to present. The employers shall incorporate the goals into its plan for complying with the guidelines, and shall agree in writing to meet these goals. An employer who fails to provide such a written statement will not be permitted to commence work on the Reservation. For existing employers on the Reservation, the goals shall be a percentage of the new employees projected to be employed during the forthcoming year by that employer. The employer shall agree to said goals in writing and they shall be incorporated into the Plan.

Each employer shall meet its minimum goals for the employment of Indians or shall demonstrate that it has made a best effort to meet its goals. The Office shall have the right to issue a notice of non-compliance any time during the year, when based on reports submitted by the employer is not meeting, or is not making good faith effort to meet its goals. Upon receipt of such notice, an employer shall be entitled to a hearing as provided for in Section 5 of these guidelines.

The burden shall then shift to the employer to demonstrate that an employer has failed or is failing to meet its goals. The employer must demonstrate that it made a best effort to meet its goals. It shall be no excuse that the Union(s) with which the employer has a collective bargaining agreement providing for exclusive referral, failed to refer Indians. An employer who is found to be out of compliance because it failed or is failing to meet its goals, and who is unable to demonstrate that it made a best effort to do so shall be subjected to the sanctions provided for in Section 6 of these guidelines.

b. Training

All employers, as requested by the Office, shall participate in training programs to assist Indians become more qualified in the various job classifications used by the employer. Employers engaged in construction shall employ the maximum number of trainees or apprentices possible. The ratio of trainees to fully qualified workers shall be set by the Office after discussions with the employer. For construction projects, the number shall be no less than the minimum ratio established by the Department of Labor and generally shall be greater. All trainees or apprentices shall be Indian. Where an employer is not presently participating in a Union Apprenticeship Program, the Tribe shall make a best effort to bear the cost of such training programs but employers may be required to also bear part of the costs. Employers with collective bargaining agreements with the Unions shall be required to obtain agreement from the Unions to agree to establish advanced apprenticeship and journeyman upgrade programs.

c. Unions:

Employers with collective bargaining agreements shall be required to obtain written agreement from all signatory unions, stating the Union will comply with the Tribe's Indian Preference requirements, before the employer will be permitted to commence work on the Reservation. Such agreement shall be subject to the approval of the Office. The Union must agree to give absolute preference to Indians in referral, regardless of which Union referral list they are on; to cooperate with the Tribal Hiring Hall; and to establish mechanisms so that Indians do not have to travel great distances on a regular basis, to retain their place on the Union lists (this would involve phone or mail registration, or a Union sub-office on the Reservation); to establish journeyman upgrade and advanced apprenticeship programs; to indenture and refer only Indian apprentices to the Employer; to blanket into the Union all Indians who qualify for journeyman status and who wish to join the Union; to grant temporary work permits to Indian who do not wish to join the Union; and to meet such other requirements as the Office may deem necessary to carry the Tribe's Indian preference program.

The Office's participation in written agreement with a Union in no way constitutes official tribal recognition of the Union or tribal endorsement of any recruiting activities conducted by the Union.

d. Job Qualifications and Personnel Requirements:

An employer may use no job qualification criteria or personnel requirements which serves as a barrier to the employment of Indians and which is not required by business necessity. The burden shall be on the Office to demonstrate that a criteria or personnel requirement is a barrier to the Indian employment. The burden will then be on the Employer to demonstrate that such criteria or requirement is required by business necessity. If the employer fails to meet this burden, he will be required to eliminate the criteria or personnel requirement at issue. Employers shall also make reasonable accommodation to the religious beliefs of Indian workers in implementing these requirements; the Office shall be guided by the principles established by the EEOC guidelines, particularly 29 CFR Parts 1604 through 1607. However, the Office retains the rights to go beyond the EEOC principles in order to address employment barriers that are unique to Indians.

Where the Office and employer are unable to reach an agreement on the matters covered in this Section, a hearing, as provided for in Section 5 shall be held. The Director shall make a determination on the issues and shall order such actions as he deems necessary to bring the employer into compliance with the Section. The employer may appeal the decision under the procedure provided for in Section 7.

e. Tribal Hiring Hall:

The employer may recruit and hire workers from whatever sources are available to him and by whatever process he so chooses, provided that he may not hire a non-Indian until he has given the Office a reasonable time to locate a qualified Indian. For the purpose of this section “reasonable time” shall be defined as follows: For construction jobs, the Office shall have 48 hours to locate and an additional 12 hours to refer a qualified Indian; for all other kinds of employment, the Office shall have five working days. However, the Office shall consider waivers of these time periods upon showing by the employer that such time periods impose an undue burden on the employer. An employer with collective bargaining agreements with a Union(s) shall not be required to follow this procedure if the Unions agree to place on their referral lists all names that are called into them by the Office (see model union agreement). However, if a Union fails to meet its obligations to refer Indians, the Office reserves the right to require the employer to accept Indian referrals from sources other than the Union.

Any non-Indian worker found to be employed in a job which has not first cleared through this hiring hall procedure shall be subject to summary removal from the job by the Office and the employer shall be subject to a fine of $500.00 for each violation except that the employer is entitled to a hearing and appeal in accordance with provisions of Section 5 and 7 of the guidelines.

f. Counseling and Support Programs:

The Office, in conjunction with other Tribal and Federal Offices, will provide counseling and other support services to Indians employed by covered employers to assist such Indian retain employment. Employers shall be required to cooperate with such counseling and support services.

g. Preference in Subcontracting to Tribal and Indian-Owned Firms:

Employers shall give reference in the award of sub-contracts to tribally-owned and other Indian-owned firms and enterprises. An Indian-owned firm is one that has qualified as such under the BIA Self-Determination regulations. The Office shall maintain a list of such firms and the employer shall make use of said list. Employers shall not be required to take any extra ordinary measure on their own to identify or locate Indian-owned Enterprises.

h. Layoffs:

In all layoffs and reductions-in-force, no Indian worker shall be terminated if a non-Indian in the same craft is still employed. The non-Indian shall be terminated first so long as there are non-Indians in the same craft employed elsewhere on the job-site.

i. Promotions:

The employer shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For all supervisory positions filled by non-Indians, the employer shall file a report with the Office stating what Indians, if any, applied for the job, the reasons why they were not given the job, and what efforts were made to inform Indian workers about the opportunity.

j. Summer Students:

Indians shall be given preference in the hiring of summer student help. The employer shall make every effort to promote after-school, summer and vacation employment for Indian youth.

SECTION 2. SUB-CONTRACTORS

The Indian preference requirements contained in these guidelines shall be binding on all sub-contractors of covered employers, regardless of their Tier, and shall be deemed a part of all resulting subcontract specifications. The employer shall have the initial and primary responsibility for insuring that all sub-contractors comply with these requirements and the Office reserves the right to impose sanctions on the employer, as well as on the sub-contractor, if sub-contractor fails to comply.

SECTION 3. COMPLIANCE PLANS

From the effective date of these guidelines, no new employer may commence work on the Reservation until it has met with this Office and develop an acceptable plan for meeting its obligations under these guidelines.

SECTION 4. REPORTING AND ON-SITE INSPECTIONS

SECTION 5. COMPLIANCE AND HEARING PROCEDURE:

If the Director of the Office believes that an employer (including a sub-contractor) has failed to comply with any of these requirements set out in these guidelines, he or she shall so notify the employer in writing specifying in detail the alleged violation(s). The employers shall then be entitled to a hearing before the Director. Hearing procedures shall comply with the requirements of due process but will not be bound by the formal rules of evidence. The employer shall be entitled to present evidence and to call witnesses to demonstrate that the employer has complied with the requirements of these guidelines or that the employer made a best effort to do so and therefore should not be subject to sanctions. The Director shall have the right to subpoena witnesses and documents, to put witnesses under oath, to call witnesses and present evidence in the Tribe's behalf, and to take such other steps as are necessary to insure a fair and complete hearing on the issues. On the basis of evidence presented at the hearing and the information collected by the Office, the director shall determine whether or not the employer(s) complied with its Indian Preference requirements.

If the Director determines that the employer is out of compliance and has not made a best effort to comply, the Director shall impose one or more of the sanctions provided for in Section 6 of these guidelines, as appropriate, and shall order the employer to take such corrective action as is necessary to remedy any harm done to the tribe or to individual Indians by the employer's non-compliance. The Director shall send written notice of the decision to the employer.

SECTION 6. SANCTIONS:

In the event that an employer is found to be out of compliance with the requirements of these guidelines, the Director shall be entitled to impose any or all of the following sanctions, as appropriate, after considering such mitigating factors as the employer's effort to comply and its effort to remedy any harm done by its non-compliance.

a. Impose monetary fines
b. Suspend the employer's operation until corrective action is taken or a plan for corrective action is developed
c. Terminate the employer's operation
d. Prohibit the employer from engaging in any future operations on the Reservation
e. Require the employer to remove certain workers and/or to hire certain workers
f. Provide back pay, employment, promotion, training and/or other relief to Indians who were harmed by the employer's non-compliance.
g. Require the employer to make such changes in its procedures as is necessary in order to comply with these requirements.

SECTION 7. APPEALS:

The employer shall have the right to appeal any decision of the Director to the Quechan Tribal President. An appeal must be filed within twenty (20) days after receipt of notice of the Director's decision. The Director shall represent the interest of the Tribe during the appeal.

SECTION 8. INDIVIDUAL COMPLAINT PROCEDURE:

Any Indian, group of Indians, or representatives of a class of Indians who believe that an employer has failed to comply with these guidelines or who believe that they have been discriminated against by a covered employer because they are Indian, may file a complaint with the Office. Persons may file whether or not they can show that they were personally harmed by the employer's non-compliance. Upon receipt of a complaint the Office shall conduct an investigation of the charge and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved, the Director shall hold a hearing on the matter, shall make a determination on the validity of the charge, and shall order such relief as is necessary to make whole an Indian who was harmed by the employer's non-compliance if discriminatory behavior.

The decision shall be in writing and shall be sent to all parties.

Either part shall have the right to appeal the decision of the Director to the Tribal President as provided for in Section 7. Such appeal must be filed within twenty (20) days after receipt of the decision notice from the Director. In conducting the hearing provided for in this Section, the Director shall have the same powers, and shall be bound by the same requirements, as those set out in regards to the hearing provided for in Section 5 of these guidelines.

T.E.R.O.

QUECHAN INDIAN TRIBE

TRIBAL EMPLOYMENT RIGHTS OFFICE

COMPLIANCE PLAN

COMPANY:_____

PROJECT:_____

TRIBAL BUSINESS PERMIT:_____

DATE: _____

ANY EMPLOYER NOT SUBMITTING AN ACCEPTABLE COMPLIANCE PLAN MAY BE DENIED THE RIGHT TO COMMENCE OR CONTINUE DOING BUSINESS ON THE FORT YUMA INDIAN RESERVATION

Ordinance Given: ( ) Yes ( ) No Given on Prior Project

TERO Fee Payment Schedule is **2% of overall contract award**.

Date:_____ Date:_____

Date:_____ Date:_____

Notes:

_____

_____

_____

_____

Please state your Sub-contractor Plan showing documentation that Indian Preference has been addressed as per this Project:

List the identified Indian Preference Sub-contractors for this Project:

Company	Area of Work	Contact Person(s)

I have read the TERO COMPLIANCE PLAN AGREEMENT and agree to abide by the stated conditions:

Employer's
Signature: _____ Date: _____

TERO Official
Signature: _____ Date: _____

Contract Amount: _____ TERO Fee @ 2% _____

Company: _____ Project: _____

Supt.: _____ Phone: _____

Mailing Address:

_____

_____

_____

Project Start Date: _____ Project End Date: _____

CORE CREW DEFINITION: A member of a contractor's or subcontractors crew who is a regular, permanent employee and is in a supervisor or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that employer.

Core Crew – Name	Job Classification
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ESTIMATED NUMBER OF WORKERS NEEDED AND JOB TITLES:

_____

_____

_____

_____

_____

_____

Employer's
Signature: _____ Date: _____

TERO Official
Signature: _____ Date: _____

ATTACHMENT 'A'

TRIBAL EMPLOYMENT RIGHTS OFFICER
REFERRAL SLIP

Date:

To:

From: Melvin Miguel, T.E.R.O.

Project:

Per Contractors request, the following skill/trades are requested**: (#TERO USE ONLY)**

_____

PERSON BEING REFFERED:

Name: Telephone #:

Date & Time Contact Made By TERO:

*******TERO USE ONLY********

Quechen Tribal Member Enrollment Number: _____**N/A**_____

Other Tribal Member Enrollment Number: _____
Tribe Name: _____

Non-Tribal Member:_____(Supporter of an Indian family, i.e. Spouse or children)

Date of Hire:_____Rate of Pay: Salary:_____Hourly:_____

Job Site:_____

Tools (if applicable):_____
On-The-Job-Training: Yes___ No___

Reason if not hired:_____
_____
_____

CONTRACTORS EMPLOYMENT REQUEST
FOR QUALIFIED APPLICANTS
WITH INDIAN PREFERENCE

FAX MEMORANDUM (760) 572-4274

Date of Request: _____

From: _____

Project: _____

To: Mr. Melvin Miguel, TERO

1. Request referrals for the following skills and/or trades necessary to complete the above mentioned project.

a. _____

b. _____

c. _____

d. _____

e. _____

2. If you have any questions, please contact _____.

From: Bruce A. Fenske [mailto:BFenske@azdot.gov]
Sent: Wednesday, April 22, 2015 7:25 AM
To: Amen, Sam L@DOT
Cc: Gayon, Alberto@DOT; Sims, Joel P@DOT; Moore, Dylan S@DOT; Gerardo Ramirez
Subject: Encroachment Permit for Traffic Control along I-8

Sam:

According to my notes, the last item on which I needed to follow up is the encroachment permit process and the Arizona supplement to the MUTCD, along with links for these two items. If there is anything else that you need based on the discussion at our April 14, 2015, meeting, please let me know.

Arizona Supplement to MUTCD

The web page http://azdot.gov/business/engineering-and-construction/traffic/traffic-engineering-references provides all of the references for ADOT's traffic engineering group, including the MUTCD and the 2009 Arizona supplement. You can find the supplement as a PDF file at http://azdot.gov/docs/business/arizona-supplement-to-the-manual-on-uniform-traffic-control-devices-(2009-mutcd-edition).pdf?sfvrsn=0.

Encroachment Permit

You can down the permit application at http://azdot.gov/business/Permits/encroachment-permits. Because your project only includes traffic control, the generic permit application with reference several items which do not apply. For example, we will not need copies of engineering plans and specifications, environmental documents, drainage studies, etc. for the highway project because the actual construction is in California. The key elements will be a copy of the traffic control plan and certificates of insurance from the general contractor and any sub-contractors working within Arizona (e.g. traffic control sub-contractor).

Submit the application to Gerry Ramirez, Permit Supervisor, at Arizona Department of Transportation, 2243 East Gila Ridge Road, Yuma, Arizona 85365. You can contact Gerry directly at GRamirez@azdot.gov or 928.317.2106 if you have any questions on the application. I recommend allowing six weeks for ADOT to process the application. This period provides sufficient time for ADOT's Risk Management Group to work with the contractors' insurers on specific wording in the certificates of insurance, if necessary, and for the traffic control sub-contractor to respond to Gerry's comments on the traffic control plan, if any.

Let me know if you need anything else. We look forward to working with CalTrans and its contractor on improvements to I-8.

Bruce A. Fenske, P.E.
Senior Operations Engineer
Yuma District

Tele. 928.317.2138
Mobile 928.210.8882
Email: BFenske@azdot.gov

QUECHAN INDIAN TRIBE

Ft. Yuma Indian Reservation

P.O. Box 1899
Yuma, Arizona 85366-1899
Phone (760) 572-0213
Fax (760) 572-2102

March 19, 2015

Chi Vargas, Native American Liaison
Caltrans District 11
4050 Taylor Street
San Diego, CA 92110

Dear Chi:

The Tribal Council of the Quechan Indian Tribe understands that Caltrans is currently planning and designing a pavement replacement project on Interstate 8 as it traverses the Fort Yuma Indian Reservation in the southeastern corner of Imperial County, California. Caltrans requested confirmation from the Tribe of its willingness to provide up to 54,000 gallons per day (gpd) of water, 40,000 gpd of which could be reclaimed/recycled water, for the project. Most of the water would be used for dust control, compaction, and concrete production.

The Tribal Council confirms its willingness to provide water to the project, not to exceed the amounts and purposes stated herein. The cost for potable water is $3 per 1,000 gallons, and the cost for reclaimed/recycled water is $2 per 1,000 gallons. Caltrans and/or its contractor shall be responsible for providing, at its own cost, meters and pipes, hoses, standpipes, construction water tanks, etc., necessary to measure and take either type of water from points of delivery at the Quechan Casino Resort as designated by the Tribe.

Should you have any questions, please contact Brian Golding, Sr., EDA Director, at (760) 572-5270 or via e-mail at b.golding@quechantribe.com.

Sincerely,

Keeny Escalanti, Sr.
President

State of California

Business, Transportation and Housing Agency

Memorandum

To : NICOLA BERNARD (MS 340)
Project Manager
Design

Date: March 12, 2015

File: 11-IMP-8
PM R45.5/R55.0
EA 11-413601
EFIS 1113000036

From : **DEPARTMENT OF TRANSPORTATION - DISTRICT 11**
PAVEMENT ENGINEERING SECTION

Subject: **RAMP PAVEMENT REHABILITATION RECOMMENDATIONS-Revision**

The Memo corrects the cold planning depth of the existing AC on each ramp to match the recommended RHMA-G overlay and supersedes the rehab recs in the February 6, 2015 Memo.

In order to comply with the HQ Memorandum, "Crumb Rubber Usage in Hot Mix Asphalt (HMA) Pavements", dated February 10, 2015, the following revisions are made to the November 13, 2014 Structural Section / Pavement Rehabilitation Recommendations for this project.

Alternative RHMA-G pavement strategies are provided for the ramps. Temporary Detours and HMA under CRCP are not affected by the new RHMA mandate.

RAMP PAVEMENT REHABILITATION (RHMA Strategy)

Orchard Road / SR-7 Ramps (EB off, EB on, WB off, WB on)

1) Existing Ramp TW is 0.50' AC over 1.85' AB from as-built plans.

2) Cold plane 0.20' existing AC.

3) Repair any failed areas. Clean and seal cracks that are greater than 1'4" wide.

4) Place 0.20' RHMA-G.

Bonds Corners Road Ramps (EB on, WB off)

1) Existing Ramp TW (EB on, WB off) is 0.50' AC over 0.55' AB over 1.55' AS from as-built plans.

2) Cold plane 0.20' existing AC.

3) Repair any failed areas. Clean and seal cracks that are greater than 1'4" wide.

4) Place 0.20' RHMA-G.

Bonds Corners Road Ramps (EB off, WB on)

1) Existing Ramp TW (EB off, WB on) is 0.35' AC over 0.45' AB over 1.25' AS from as-built plans.

2) Cold plane 0.20' existing AC.

3) Repair any failed areas. Clean and seal cracks that are greater than 1'4" wide.

4) Place 0.20' RHMA-G.

Van Der Linden / SR-115 Ramps (EB on, WB off)

1) Existing Ramp TW (EB on, WB off) is 0.60' AC over 0.65' AB over 1.95' AS from as-built plans.

2) Cold plane 0.20' existing AC.

3) Repair any failed areas. Clean and seal cracks that are greater than 1'4" wide.

4) Place 0.20' RHMA-G.

Van Der Linden / SR-115 Ramps (EB off, WB on)

1) Existing Ramp TW (EB off, WB on) is 0.35' AC over 0.45' AB over 1.25' AS from as-built plans.

2) Cold plane 0.20' existing AC.

3) Repair any failed areas. Clean and seal cracks that are greater than 1'4" wide.

4) Place 0.20' RHMA-G.

Ramp Design Notes:

1) For HMA-A and RHMA-G lifts between 0.15 ft. and 0.20 ft., the recommended aggregate grading for HMA-A and RHMA-G is 1/2 in. maximum graduation. For HMA-A and RHMA-G lifts greater than 0.20 ft., the recommended aggregate grading for HMA-A and RHMA-G is 3/4 in. maximum graduation.

2) RHMA-G is Rubberized Hot Mix Asphalt – Gap Graded.

If you have questions with regards to this memorandum, please contact me at 858-467-4056 or cell 618-954-8568.

David Evans
District Pavement Engineer
Materials Engineering Branch

REGISTERED PROFESSIONAL ENGINEER
DAVID S. EVANS
No. C48245
Exp. 6-30-16
CIVIL
STATE OF CALIFORNIA

cc: A Padilla (DME)
R Cather (MS 330)
8.413601.ss9.doc

State of California

Business, Transportation and Housing Agency

Memorandum

To : NICOLA BERNARD
Project Manager
Design

Date: March 12, 2015

File: 11-IMP-8
PM R90.0/R96.8
EA 11-416901
EFIS 1114000006

From : **DEPARTMENT OF TRANSPORTATION - DISTRICT 11**
PAVEMENT ENGINEERING SECTION

Subject: **STRUCTURAL SECTIONS RECOMMENDATIONS-Revised**

The following revisions are made to the November 20, 2014 Structural Section / Pavement Rehabilitation Recommendations for this project.

The proposed CRCP shoulder has been revised to incorporate a portion of the existing AS-Class 4 into the new structural section in lieu of removing it.

Structural sections provided in the November 20, 2014 Structural Section / Pavement Rehabilitation Recommendations Memorandum remain valid.

IMP-8 (PM R90.0/R96.8) Shoulder

Existing Shoulder:

0.30' AC (Remove)
0.85'-1.10' AB-Class 2 (Remove)
0.50' AS-Class 4 (Remove 0.05'-0.30')

Proposed new CRCP Shoulder:

0.90' CRCP
0.25' HMA-A
0.25' AB–Class 2
0.20'-0.45' AS-Class 4 (portion of existing to remain in place)

If you have questions with regards to this memorandum, please contact me at 858-467-4056 or FAX at 858-467-4063.

David Evans
District Pavement Engineer
Materials Engineering Branch

REGISTERED PROFESSIONAL ENGINEER
DAVID S. EVANS
No. C48245
Exp. 6-30-16
CIVIL
STATE OF CALIFORNIA

cc: A Padilla (DME)
R Cather (MS 330)
8.416901.ss8.doc

State of California

Business, Transportation and Housing Agency

Memorandum

To : NICOLA BERNARD
Project Manager
Design

Date: February 26, 2015

File: 11-IMP-8
PM R90.0/R96.8
EA 11-416901
EFIS 1114000006

From : **DEPARTMENT OF TRANSPORTATION - DISTRICT 11**
PAVEMENT ENGINEERING SECTION

Subject: **STRUCTURAL SECTIONS / PAVEMENT REHABILITATION RECOMMENDATIONS-Revised**

In order to comply with the HQ Memorandum, "Crumb Rubber Usage in Hot Mix Asphalt (HMA) Pavements", dated February 10, 2015, the following revisions are made to the November 20, 2014 Structural Section / Pavement Rehabilitation Recommendations for this project.

Alternative RHMA-G pavement strategies are provided for the ramps. Temporary Detours and HMA under CRCP are not affected by the new RHMA mandate.

Structural sections provided in the November 20, 2014 Structural Section / Pavement Rehabilitation Recommendations Memorandum remain valid.

RAMP PAVEMENT REHABILITATION (RHMA Strategy)

Jct 186/ SR-186 Ramps (EB off, EB on, WB off, WB on)

1) Existing Ramp TW is 0.30' AC / 0.45' AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

2) Existing Ramp Shoulder is 0.30' AC / var AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

3) Cold plane 0.30' existing AC.

4) Place bottom layer of 0.15' HMA-A.

5) Place top layer of 0.15' RHMA-G.

Winterhaven Drive Ramps (EB off, EB on, WB off, WB on)

1) Existing Ramp TW is 0.30' AC / 0.45' AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

2) Existing Ramp Shoulder is 0.30' AC / var AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

3) Cold plane 0.30' existing AC

4) Place bottom layer of 0.15' HMA-A.

5) Place top layer of 0.15' RHMA-G.

RAMP STRUCTURAL SECTION

Ramps: Jct SR-186/SR-186 and Winterhaven Drive

Ramp Traveled Way (TI = 10, R-value = 10)

Alternate 1	Alternate 2	Alternate 3
0.50' HMA-A	0.50' HMA-A	0.15' RHMA-G
1.80' AB – Class 2	1.10' AB – Class 2	0.35' HMA-A
	0.75' AS – Class 4	

Ramp Shoulder (TI = 6.5, R-value = 10)

Alternate 1	Alternate 2	Alternate 3
0.30' HMA-A	0.30' HMA-A	0.15' RHMA-G
1.10' AB – Class 2	0.75' AB – Class 2	0.15' HMA-A
	0.40' AS – Class 4	1.10' AB-Class 2

Design Notes for Ramps:

1) For HMA-A and RHMA-G lifts between 0.15 ft. and 0.20 ft., the recommended aggregate grading for HMA-A and RHMA-G is 1/2 in. maximum graduation. For HMA-A and RHMA-G lifts greater than 0.20 ft., the recommended aggregate grading for HMA-A and RHMA-G is 3/4 in. maximum graduation.

2) Shoulders widths of 5' or less shall be designed with the same structural section as the adjacent Traveled Way.

If you have questions with regards to this memorandum, please contact me at 858-467-4056 or FAX at 858-467-4063.

David Evans
District Pavement Engineer
Materials Engineering Branch

REGISTERED PROFESSIONAL ENGINEER
DAVID S. EVANS
No. C48245
Exp. 6-30-16
CIVIL
STATE OF CALIFORNIA

cc: A Padilla (DME)
R Cather (MS 330)
8.416901.ss7.doc

State of California

Business, Transportation and Housing Agency

Memorandum

To : NICOLA BERNARD (MS 340)
Project Manager
Design

Date: November 20, 2014

File: 11-IMP-8
PM R90.0/R96.8
EA 11-416900
EFIS 1114000006

From : **DEPARTMENT OF TRANSPORTATION - DISTRICT 11**
PAVEMENT ENGINEERING SECTION

Subject: **STRUCTURAL SECTIONS / PAVEMENT REHABILITATION RECOMMENDATIONS-Revised**

This Revised Memorandum provides a 3rd Main Lane Alternative revision updated due to an updated 40 yr Traffic Index (TI=14.0) furnished November 5, 2014 by the District Traffic Forecasting Branch. This Alternative removes the existing PCCP and CTB and replaces these pavement layers with CRCP and HMA-A leaving the AB-Cl 2 and AS-Cl 4 in place.

Structural sections are furnished in accordance with the current Highway Design Manual, Section 600, updated November 2, 2012, and Rigid Pavement Catalog Table 623.1i.

The rigid pavement design is based upon Continuously Reinforced Concrete Pavement (CRCP) with lateral support. The new CRCP outside lane will be constructed as a 14' wide lane.

MAIN LANE STRUCTURAL SECTION ALTERNATE 3

IMP-8 (PM R90.0/R96.8) CRCP Traveled Way (40 yr TI = 14.0, R-value = 10)

Remove the existing PCC and CTB pavement layers, leaving in place the existing AB-Class 2 base and AS-Class 4 subbase layers.

The new CRCP and HMA-A pavement layers will be constructed over the existing base and subbase layers. This eliminates the new AB-Class 2 layer.

This alternative will have a net increase of 0.00' to the main lane TW profile grade.

Existing TW:

0.70' PCC (Remove)
0.45' CTB (Remove)
0.25' AB-Class 2 (Leave in place)
0.50' AS-Class 4 (Leave in place)

Proposed new CRCP TW:

0.90' CRCP
0.25' HMA-A
~~0.65' AB – Class 2~~ (Use existing AB and AS left in place)

IMP-8 (PM R90.0/R96.8) Shoulder

Remove the existing AC and AB shoulder pavement layers.

CRCP Shoulder:

0.90' CRCP
0.25' HMA-A
0.60' AB–Class 2

Design Notes Main Lanes and Shoulders:

1) CRCP is Continuously Reinforced Concrete Pavement.

2) HMA-A is Hot Mixed Asphalt – Type A and should conform to requirements for 3/4", maximum graduation, coarse.

3) The existing shoulder structural section does not meet the structural adequacy requirements for use as a traveled way. The shoulder structural section shall be removed where the proposed traveled way replacement will occur.

RAMP PAVEMENT REHABILITATION

Jct 186/ SR-186 Ramps (EB off, EB on, WB off, WB on)

1) Existing Ramp TW is 0.30' AC / 0.45' AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

2) Existing Ramp Shoulder is 0.30' AC / var AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

2) Cold plane 0.30' existing AC

3) Place 0.30' HMA-A.

Winterhaven Drive Ramps (EB off, EB on, WB off, WB on)

1) Existing Ramp TW is 0.30' AC / 0.45' AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

2) Existing Ramp Shoulder is 0.30' AC / var AB- Class 2 / 1.00' AS-Class 4 from as-built plans.

3) Cold plane 0.30' existing AC

4) Place 0.30' HMA-A.

RAMP STRUCTURAL SECTION

Ramps: Jct SR-186/SR-186 and Winterhaven Drive

Ramp Traveled Way (TI = 10, R-value = 10)

Alternate 1	Alternate 2
0.50' HMA-A	0.50' HMA-A
1.80' AB – Class 2	1.10' AB – Class 2
	0.75' AS – Class 4

Ramp Shoulder (TI = 6.5, R-value = 10)

Alternate 1	Alternate 2
0.30' HMA-A	0.30' HMA-A
1.10' AB – Class 2	0.75' AB – Class 2
	0.40' AS – Class 4

Design Notes for Ramps:

1) HMA-A is Hot Mixed Asphalt – Type A and should conform to requirements for 3/4", maximum graduation, coarse.

2) Shoulders less than 4' wide shall be designed with the same structural section as the adjacent Traveled Way.

MAIN LANE DETOUR

MAIN LANE DETOUR:

0.50' HMA-A
1.00' AB – Class 2

RAMP DETOUR

0.30' HMA-A
1.00' AB – Class 2

Design Notes for Detour:

1) HMA-A is Hot Mixed Asphalt – Type A and should conform to requirements for 3/4", maximum graduation, coarse.

2) The existing shoulder structural section may be used as a temporary traveled way for up to 6 months. The shoulder structural section will need to be milled 0.15' with new HMA-A placed prior to use as a detour due to existing rumble strips and profile issues causing a poor ride. The detour speed limit should also be lowered if should is used as a detour.

If you have questions with regards to this memorandum, please contact me at 858-467-4056 or FAX at 858-467-4063.

David Evans
District Pavement Engineer
Materials Engineering Branch

REGISTERED PROFESSIONAL ENGINEER
DAVID S. EVANS
No. C48245
Exp. 6-30-14
CIVIL
STATE OF CALIFORNIA

cc: A Padilla (DME)
M Pineado (MS 330)
N Bernard (MS 340)
8.41690K.ss6.doc