

COUNTY OF IMPERIAL  
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS  
SPECIAL PROVISIONS  
PROPOSAL AND BID BOOK  
FOR

LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER



Notice to bidders and Special Provision dated: 5/18/2021  
Project Plans approved: 4/27/2021  
Standard Specifications: 2018  
Standard Plans Dated: 2018

County of Imperial Project No. 6421  
Bid Opening Date: June 18<sup>th</sup>, 2021 @ 2:00 p.m.



For use in connection with the 2018 edition of the California Department of Transportation Standard Plans and Standard Specifications, and "Green Book Standard Specifications for Public Works Construction" latest edition. General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates to the State of California, Department of Transportation.

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## **SPECIAL NOTICE NO. 1**

The bidder’s attention is directed to Section 5 entitled, “Control of Work” which requires that proposed subcontractors be listed in the bidder’s proposal. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Director of Public Works in writing within two working days after the time of the bid opening, and copies sent to the subcontractors involved.

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## **SPECIAL NOTICE NO. 2**

- Temporary traffic control requirements have been revised. The bidder’s attention is directed to sections 7-1.03, 7-1.04, and 12. Sections include method of payment and requirements to furnish, install, and maintain temporary traffic control.
- Attention is directed to Division I entitled, “General Provisions,” found under Special, which lists amendments to the Standard Specifications, dated May 2018, regarding plain language specifications.
- The “Proposal and Contract” book has been retitled and is now the “Bid” book.
- The “Notice to Contractors” has been retitled and is now the “Notice to Bidders.”
- Construction Contract Notification Requirement to the Office of Federal Contract Compliance Programs. Refer to Section 3 entitled, “Contract Award and Execution,” found under Special Provisions.

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## **SPECIAL NOTICE NO. 3**

Pursuant to the requirements of Senate Bill 854 and California Labor Code section 1725.5, all contractors and subcontractors that wish to engage in public work through a public works contract must first register with the Department of Industrial Relation and pay all applicable fees.

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5

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

For more information concerning Senate Bill 854 compliance, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

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# SPECIAL NOTICE NO. 4

- See sections 2 and 3 for contractors' registration requirements.
  
- See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
  
- General Note No. 22 of the Project Plans has been replaced with the following:  
  
    “The contractor shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of work. In accordance with Professional Land Surveyors’ Act (Chapter 15 of the California Business and Professions Code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) shall be filed prior to project completion. Form MPR-01 and Form MPR-02 are required for all Imperial County Projects.”
  
- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B(1).
  
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
  
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.
  
- See section 14-11.14 for changes to the management of treated wood waste.

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LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER

County of Imperial Project No. 6421

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**PART I  
BIDDING INFORMATION**

**COUNTY OF IMPERIAL  
NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, California 92243, until **2:00 p.m. on June 18<sup>th</sup>, 2021** at which time they will be publicly opened and read at the above stated time and place, for construction in accordance with the specifications therefore, to which special reference is made, as follows:

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
County of Imperial Project No. 6421**

The contractor shall possess a California contractor's license, Class A, at the time this contract is awarded. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time other contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Bids are required for the entire work described herein. The contractor does not have the option to submit a bid proposal on only a portion of the following described work. The contractor must respond with a bid proposal for Bid.

Recommendation of selection to award Base Bid will be based on cost and budget availability at time of award. For purposes of determination of the lowest bid, Public Contract Code Section 20103.8 (a) will be used.

Technical questions or clarifications must be in writing and should be directed to the Imperial County Department of Public Works, Attention to Robert Ureña III, Civil Engineer Assistant II, at 155 S. 11th Street, El Centro, CA 92243 or emailed to [roberturena@co.imperial.ca.us](mailto:roberturena@co.imperial.ca.us) before June 4<sup>th</sup>, 2021. No questions will be responded to after this day.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted communicated as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

## BID ITEM LIST

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM
2	130100	JOB SITE MANAGEMENT	LS	LUMP SUM
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
4	141001	HEALTH AND SAFETY PLAN	LS	LUMP SUM
5	141120	TREATED WOOD WASTE	LB	8,020
6	170103	CLEARING AND GRUBBING (LS)	LS	LUMP SUM
7	190101	ROADWAY EXCAVATION	CY	900
8(F)	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	716
9(F)	193003	STRUCTURE BACKFILL (BRIDGE)	CY	251
10	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1,080
11	390132	HOT MIX ASPHALT (TYPE A)	TON	530
12	397005	TACK COAT	TON	0.9
13	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	170
14	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,950
15(F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	102
16(F)	510053	STRUCTURAL CONCRETE, BRIDGE	CY	122
17(F)	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	120
18	512281	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (120'-130')	EA	4
19	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	4
20	519088	JOINT SEAL (MR 1")	LF	76
21(F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	117,753
22	600114	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM
23(F)	750501	MISCELLANEOUS METAL (BRIDGE)	LB	2,134
24	820220	REMOVE MARKER	EA	4
25	839543	TRANSITION RAILING (TYPE WB-31)	EA	3
26	839585	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3



Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
27	839600A	ALTERNATIVE CRASH CUSHION	EA	1
28	839741	CONCRETE BARRIER (TYPE 836)	LF	298
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,130
30	999990	MOBILIZATION	LS	LUMP SUM
31		LAND SURVEYING	LS	LUMP SUM
32		TIME AND MATERIAL ALLOCATION	LS	LUMP SUM

Plans, specifications, and proposal forms (bid documents) for bidding this project can be obtained at the office of the Imperial County Department of Public Works; 155 South 11th Street, El Centro, CA 92243. A \$100.00 fee is required (no refund will be made). Mail service is available at an additional cost of \$15.00 per set of documents. Make checks payable to the County of Imperial Department of Public Works.

Alternately, the bid documents can be found on Imperial County Public Works website under “Projects Out to Bid” at [www.co.imperial.ca.us/PublicWorks/Index.htm](http://www.co.imperial.ca.us/PublicWorks/Index.htm).

Only those firms who have purchased the bid documents and the required trade journals will be directly provided any addendums that may be issued for this project prior to the bid opening date. Every attempt will be made to post addendums on the above mentioned Imperial County Public Works website as well.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Bid security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond for ten (10) percent of the maximum bid amount being proposed.

The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount. The submission of a labor and materials bond (payment bond) is required on projects in excess of \$25,000.00.

Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

The County of Imperial hereby affirms and notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

Federal, State and local regulations and reporting requirements applicable to the proposed work must be complied with for this project.

No work shall be performed by contractor or subcontractors who are ineligible pursuant to Cal. Lab. Code 1777.1 and 1777.7.

Contractor and its subcontractors shall pay all workers employed on the project the rates determined by the Director of California Department of Industrial Relations (DIR).

These wages are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations and are on file and available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, Suite 209, El Centro, CA 92243.

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

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

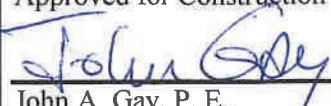
Withdrawal of bids shall not be permitted for a period of seventy-five (75) days after the date set for the opening thereof.

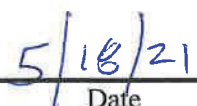
Monies withheld by the owner to ensure performance under the contract may be released in accordance with Government Code Section 4590 and these contract documents.

  
Blanca Acosta  
Clerk of the Board of Supervisors

  
Date

Approved for Construction

  
John A. Gay, P. E.  
Director of Public Works

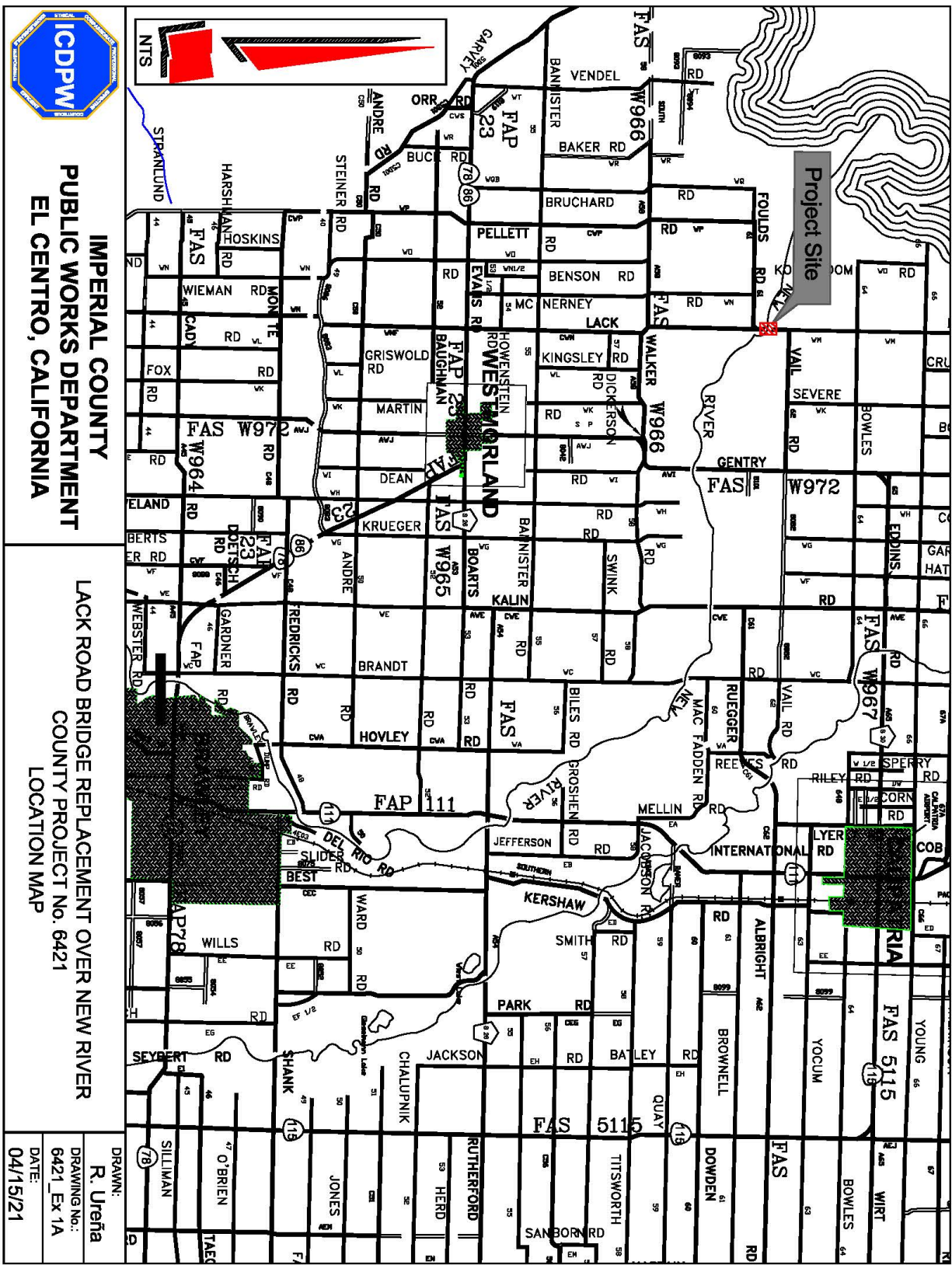
  
Date



  
**IMPERIAL COUNTY**  
**PUBLIC WORKS DEPARTMENT**  
**EL CENTRO, CALIFORNIA**

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER**  
 COUNTY PROJECT No. 6421  
 LOCATION MAP

DRAWN:	R. Ureña
DRAWING No.:	6421_EX 1
DATE:	04/15/21



IMPERIAL COUNTY  
PUBLIC WORKS DEPARTMENT  
EL CENTRO, CALIFORNIA

LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
COUNTY PROJECT NO. 6421  
LOCATION MAP

DRAWN:  
R. Ureña  
DRAWING NO.:  
6421 Ex 1A  
DATE:  
04/15/21

## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
RSP A20B	Pavement Markers and Traffic Lines - Typical Details

### EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge

### MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
RSP A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
A77N2	Midwest Guardrail System - Steel Post and Notched Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details

### MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

RSP A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
RSP A77Q4	Midwest Guardrail System - Typical Layouts for Structure Departure

### MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 2
RSP A77U4	Midwest Guardrail System - Transition Railing (Type WB-31)

### BRIDGE DETAILS

RSP B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details

### PILES

B2-3	16" and 24" Cast-In-Drilled-Hole Concrete Pile
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**JOINT SEALS**

**B6-21 Joint Seals (Maximum Movement Rating = 2")**

**ADDITIONAL BRIDGE CONCRETE BARRIERS**

**RSP B11-79 Concrete Barrier Type 836 Details No. 1**

**RSP B11-80 Concrete Barrier Type 836 Details No. 2**

## CANCELED STANDARD PLANS LIST

The standard plan sheets listed below are canceled and not applicable to this contract.

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
P31B	10-18-19				
P32A	10-18-19				
P32B	10-18-19				
C7A	10-19-18				
C7B	10-19-18				
C7C	10-19-18				
D89	10-18-19				
B11-55	04-19-19				
B11-56	10-19-18				
B11-57	10-19-18				
ES-2C	10-19-18				
RSP ES-3I	10-16-20				
ES-3J	10-16-20				
ES-3L	10-16-20				
ES-7P	04-17-20				





**Chief Engineer:** County Director of Public Works

**County:** County of Imperial, a political subdivision of the State of California, as created by law

**Contract Documents:** Plans, *Notice to Bidders and Special Provisions*, and *Bid Book* and Contract.

**Redefine the following definitions in section 1-1.07B to mean:**

**Department/Department of Transportation:** County of Imperial Board of Supervisors (except when referencing a test methods of, or to denote publications or designate the mailing address of an agency of the State of California, website, mailing address, or manual)

**District:** The Department of Public Works, Imperial County

**Revised Standard Specifications:** New or revised standard specifications. These specifications are available at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html> and as stated in section 2-1.06B.

**California Standard Specifications:** Also, Standard Specifications: The Standard Specifications dated May 2018, State of California, Department of Transportation.

**Director:** The appointed official of the County of Imperial authorized to administer the contract.

**Division of Measurement Standards:** Wherever used in the Standard Specifications, shall refer to the Department of Agricultural Commissioner-Weights and Measures of the County of Imperial.

**Engineer:** The Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Liquidated Damages:** The amount prescribed in the Specifications to be paid to the County or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

**State of California:** Also, State: As used in these Specifications relative to the contract administration, refers to the County of Imperial.

**State Contract Act:** Chapter 1, Part 2, Division 2 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

**Replace *The Department* in the 1st paragraph in section 1-1.08 with:**

Caltrans

**Replace the paragraph of section 1-1.12 with:**

Make checks and bonds payable to the County of Imperial.

^.....^

## 2 BIDDING

### **Replace the paragraphs of section 2-1.06A with:**

This section includes requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The bidder's bond shall conform to the bond form in the bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in Section 2-1.33A, "General," of the Standard Specifications will be found following the signature page of the Proposal.

Locations for obtaining Contract documents are listed in the Notice to Bidders.

The County will receive sealed bids until the time and date stated in the Notice to Bidders at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Bids received after this time will not be accepted.

The County will immediately open and public read the bids at the above location after the specified bid opening time.

The *Notice to Bidders and Special Provisions* includes the *Notice to Bidders* and the special provisions (as referenced in Section 2-1.06B).

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the *Bid Book* (Pub Cont Code §7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

### **Replace the 1st through 8th paragraphs of section 2-1.06B with:**

#### **2-1.06B Supplemental Project Information**

The County makes the following supplemental project information available:

<b>Supplemental Project Information</b>	
Means	Description
Included in the <i>Information Handout</i>	<a href="#"><i>Foundation Report For Lack Road Bridge Replacement Over New River;</i></a>
Included in the <i>Information Handout</i>	<a href="#"><i>Mitigated Negative Declaration</i></a>
Included in the <i>Information Handout</i>	<a href="#"><i>Environmental Study</i></a>
Included with the project plans	<a href="#"><i>Logs of test borings</i></a>

The Information Handout is available at the same location as the bid documents.

### **Add to section 2-1.07:**

Check with local contractors regarding local site, surface, subsurface, and material conditions and variability. Failure to do so will not relieve your obligation to enter into a contract and complete the contemplated work under the Contract Documents.

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. The County is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to Robert Ureña, at 155 S. 11<sup>th</sup> Street, El Centro, CA 92243 or emailed to RobertUrena@co.imperial.ca.us before June 4<sup>th</sup>, 2021. No questions will be responded to after this day

**Replace item 2 in the list in the 2nd paragraph of section 2-1.10 with:**

2. California contractor license number

**Add to section 2-1.10:**

**SUBCONTRACTOR LIST**

The Contractor shall maintain records showing the name and business address of each subcontractor and/or trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. Prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be provided to the Engineer by the Contractor. These records shall be furnished to the Engineer within 90 days from the date of Contract acceptance. \$10,000 will be withheld from payment until this is submitted and accepted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by trucking companies to all firms, including owner-operators, for the leasing of trucks.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name and California Highway Patrol CA number of the owner of the truck for all trucks used during that month.

A sheet for listing subcontractors, as required herein is included in the proposal.

For purposes of this reporting, the term Subcontractor shall include:

- A. A contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who contracts with you; or
- B. Any subcontractor as defined in Public Contracts Code 4113 that performs work or labor or otherwise renders service to you; or
- C. Any person, corporation, partnership, joint venture, association or other business entity that provides to you machinery or other equipment, together with the operator of such equipment or machinery,

unless such business entity is paid an hourly rate, works under your sole control and can terminate its business relationship with you at will without incurring any liability for such termination.

**Replace the paragraphs of section 2-1.33A with:**

Complete the forms in the *Bid Book*. Submit the forms with your bid.

Do not fax forms, except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (442) 265-1858, Attention Robert Ureña III, Civil Engineer Assistant II.

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

All blank spaces in the bid form must be filled in, in ink, in both words and figures, where required. No changes will be made in the phraseology of the forms. Written amounts will govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Indicate receipt of all addenda.

Any bid will be deemed nonresponsive if it contains any of the following:

1. Omissions, erasures, alterations, or additions of any kind
2. Prices uncalled for
3. Prices that are obviously unbalanced
4. Fails to conform to the conditions of the published Advertisement for Bid in any manner.

Sign your bid in ink in the space provided.

If you are a corporation, state the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If you are a co-partnership, state the true name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership.

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

State and local sales and use taxes required by State statues and laws will be paid by you. Prices quoted in the Bid must include sales tax.

Submit bids in a sealed envelope to the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Each sealed bid must be plainly marked on the outside as "**BID for Lack Road Bridge Replacement Over New River, County Project No. 6421, to be opened at << time and date stated in the Notice to Bidders >>**", and must bear on the outside the name of the bidder, his address, and his license number.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

You must satisfy yourself of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids are submitted, you will not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

You may modify your bid by written communication provided such communication is received by the County before bid opening time. The written communication should not reveal the bid price but should state



**Add to section 3-1.02A:**

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

The estimated quantities listed in the bid are approximate and for the basis of award of the Contract. Payment will be made on the measurement of the work actually performed by you. The County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in section 9-1.06.

When the bid for the work is to be submitted on a lump sum basis, a single lump sum price must be submitted in the appropriate place. The total amount to be paid must be the amount of the lump sum in the bid, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, you will break down and submit the lump sum bid into unit prices for the various portions to be completed.

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder whose proposal complies with all the requirements prescribed.

**Replace the paragraphs of section 3-1.02B with:**

The Department breaks a tied bid with a coin toss.

**Replace the paragraphs of section 3-1.04 with:**

Any party with a direct financial interest adversely affected by any alleged bid irregularity at the bid opening may file a protest with the County based on alleged violations of Federal, State, or local law or ordinance, or alleged bid irregularity.

A protest must:

1. Be delivered to 155 S. 11th Street, El Centro, CA 92243
2. Be written
3. State the specific basis of the appeal
4. Request a determination of the protest issue
5. Be filed no later than 72 hours before the scheduled award of Contract by County, as determined by the published agenda of the Board of Supervisors of the County of Imperial. Any protest filed after this time will not be considered.

The party filing the protest must transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal concurrently.

The County will review the protest and make a determination.

The Notice to Proceed will be issued after the Contract has been approved by the Imperial County Board of Supervisors.

If the County awards the Contract, the award is made to the lowest responsible bidder within seventy-five (75) days. This period may be subject to extension for such further period as agreed upon in writing between the Department and you.

**Construction Contract Notification Requirement**

Contracting officers, applicants and contractors are required to give written notice to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of a construction contract or subcontract in excess of \$10,000 (41 CFR 60-4.2)

The notification should include:

- The name, address and telephone number of the contractor;
- Employer identification number;
- Dollar amount of the contract;
- Estimated starting and completion dates of the contract;
- The contract number; and
- Geographical area in which the contract is to be performed.

Notices should be sent to the OFCCP Pacific Regional office with the following address:

90 7th Street , Suite #18-300, San Francisco, CA 94103.

A copy of notification should be provided for County of Imperial filing purposes

**Replace the paragraphs of section 3-1.05 with:**

The successful bidder must furnish 2 bonds with a corporate surety approved by the County:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The bond forms are in the *Bid Book*.

Attorneys-in-fact who sign bonds must file with each a certified and effective dated copy of their power of attorney.

File bonds within 10 business days from the date when Notice of Award is delivered to you. The Notice of Award must be accompanied by the necessary agreement and bond forms. Your failure to execute the agreement may be considered as a default by the County and the bid bond will become the property of the County.

Within 15 days of receipt of acceptable performance bond, payment bond and agreement signed by you, the County will sign the agreement and return an executed duplicate of the agreement. Should the County not execute the agreement within such period, you may withdraw your signed agreement with written notice. Such notice of withdrawal will be effective upon receipt of the notice by the County.

**Add to section 3-1.06:**

**REQUIRED LICENSES**







## 5 CONTROL OF WORK

### **Replace the paragraphs of section 5-1.01 with:**

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Provide Quality Control (QC).

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Use contract administration forms designated by the County.

### **TIME AND MATERIAL ALLOCATION**

The Contractor shall provide a rate schedule for all labor and equipment that may reasonably be anticipated for use during the project. Labor rates shall be consistent with those required by the prevailing wage rate requirements of the contract and shall reflect all benefits and employer costs. Once the labor and equipment rates have been approved by the engineer, they will become the basis for compensation for any Time and Material work requested by the County. The Contractor is advised, however, that there will be no compensation from the Time and Material Allocation unless the work has been authorized in writing by the engineer. Additionally, use of the Time and Material Allocation will be at the sole discretion of the County. All or any portion of the allocation amount may be deleted from the Contract. The Time and Material allocation for this project shall be \$100,000. This is the number to be used for the bid proposals schedule.

### **Replace the paragraphs of Section 5-1.13A with:**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Imperial may exercise the remedies provided under Pub Cont Code § 4110. The County of Imperial may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, the Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid:

1. State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).
2. Public works contractor registration number with the Department of Industrial Relations

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site at:

<https://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

### **PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

The County shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County of the Contract work and pay retainage to the Contractor based on these acceptances. The prime contractor or subcontractor shall return all monies

withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the County. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non-payment by the prime contractor, deficient subcontract performance and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

## **PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The successful bidder and subcontractors agree to comply with Public Contract Code section 7103.5(b), which states: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 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 payment to the contractor, without further acknowledgment by the parties."

### **Add to section 5-1.20A**

## **PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS WITH OTHER ENTITIES**

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by the Imperial Irrigation District, AT&T, the Gas Company and any other utility agencies that may be affected by the project in order to obtain any required authorization to access, construct, and permit to operate.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, including any agency permit fees.

### **Replace section 5-1.24 of the RSS with:**

## **SURVEYING**

The contractor shall use a person authorized to practice land surveying in the State of California.

Surveyor to verify both horizontal and vertical control and existing conditions. Surveyor to set local horizontal and vertical intervisible control on project site. Read and comprehend plans and resolve minor

discrepancies, should any exist. Contractor shall preserve and, if necessary, surveyor shall perpetuate all existing horizontal and vertical monumentation.

Stakes and marks will be set by the surveyor sufficient to establish the lines and grades required for the completion of the work delineated on the plan set. The exact number of staking sets, horizontal location of construction stakes and associated grades required shall be decided at the pre-con meeting and may include any or all of the following: project limits, demolition limits, alignment, rough grade, final grade, slope stakes, face of curb, existing and proposed utilities and other staking as requested. Any cost to refresh and/or replace stakes is the sole responsibility of the Contractor. Cut sheets shall be provided to the County.

The Contractor shall provide a full set of field marked as-built plans including as in-field exclusions, revisions and/or changes to the original plan set.

Full compensation for providing Surveying work shall be considered as included in the contract lump sum price paid for "Land Surveying" and no additional compensation shall be allowed therefor.

**Replace the paragraphs of section 5-1.32 with:**

**AREAS FOR USE**

Occupy County of Imperial Right-of-Way only for purposes necessary to perform the work.

If no County-owned area is designated for the Contractor's use, you may arrange for temporary storage with the County.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Defend, indemnify, and hold the County harmless to the same extent as under Section 7-1.05 of the Standard Specifications.

The County does not allow temporary residences within the County of Imperial Right-of-Way.

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

**Nonhighway Facility Rearrangement**

The County may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The County may authorize facility owners and their agents to enter the Right-of-Way to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 30 days before the interfering utilities are to be rearranged. The Engineer notifies the utility owners.

If necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is change order work.

Immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract.

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The County does not adjust time or payment for a rearrangement different from that described in the Contract.

**Replace section 5-1.36D with:**

**MONUMENT PRESERVATION/PERPETUATION**

The contractor shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of work. In accordance with Professional Land Surveyors' Act (Chapter 15 of the California Business and Professions Code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) shall be filed prior to project completion. Form MPR-01 and Form MPR-02 are required for all Imperial County Projects. See Division XVI "Exhibits & Permits" for forms.

It shall be the contractor's responsibility to complete a field survey to determine the existence of survey monuments, corner accessories, and/or benchmarks to be impacted prior to construction, said survey shall be conducted by a person authorized to practice land surveying. The field survey research shall include researching of survey monuments record/maps; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities for all roads impacted; placement of a flagged lath adjacent to the found monument indicating the direction and the distance of the monument from the lath; preparation of field notes for each found monument illustrating relative dimensions from the surrounding existing objects and the descriptions of the monuments; reporting to the County Surveyor/County of Imperial Public Works Department Director of the found monuments to evaluate the necessity to furnish a new survey monument for each found monument and to report the locations and the conditions of the found monuments; and all necessary field coordination with the Contractor to preserve/perpetuate the found monuments. The person authorized to practice land surveying shall complete a Pre-construction Monument Preservation Report (form MPR-01) and the report shall be provided to the Imperial County Surveyor prior to construction. The report shall be accompanied by necessary sketches, photos, or other records as provided in the Monument Preservation Report. In addition to said pre-construction Monument Preservation Report, if it is determined that survey monuments, corner accessories and/or benchmarks within the limits of work may be disturbed or destroyed, the person authorized to practice land surveying shall reference said items and file a corner record (or record of survey) of the references with the County Surveyor prior to construction.

Full compensation for completing necessary research, site inspection, field survey, report, and/or preparation of corner records (or records of survey) shall be considered as included in the contract lump sum price paid for "Land Surveying" and no additional compensation shall be allowed therefor.

Any existing survey monuments or County recognized benchmarks shall be protected by the Contractor. Should any such monuments or benchmarks be removed, damaged, obliterated or altered by the Contractor's operations, the Contractor shall be responsible for preservation or perpetuation by the proper resetting of the same as per the Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department. Such points shall be preserved or perpetuated with appropriate monumentation by a licensed land surveyor or a registered civil engineer authorized to practice land surveying.

All preserved or perpetuated survey monuments shall be protected by new ductile iron monument wells. The Contractor shall supply a new ductile iron monument well for each monument and horizontally position the monument well per the direction of the licensed land surveyor or registered civil engineer after the placement of the new pavement. The Contractor shall place a 12 inch wide, 12 inch deep P.C.C. concrete ring concentric with the exterior of the monument well per the County of Imperial Standards at the time the monument well is placed. Corner Records or a Record of Survey as appropriate shall be filed by the licensed land surveyor or registered civil engineer authorized to practice land surveying.

Prior to final project inspection, the Contractor is responsible to have a post-construction Monument Preservation Report (form MPR-02) completed by a person authorized to practice land surveying and submitted to the Resident Engineer for submittal to the County Land Surveyor.

If survey monument(s), corner accessory(ies), and/or benchmark(s) are disturbed or destroyed during construction, new monument(s), corner accessory(ies), and/or benchmark(s) shall be set in the surface of the new construction or a witness monument(s) set to perpetuate the original location of the disturbed monument(s) or benchmark(s). Contractor is responsible that a post-construction corner record(s) (or record of survey) be filed with the County Surveyor prior to final inspection of the project.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks on a lump sum basis for all survey monument/benchmark to be preserved/perpetuated for all road locations encompassed in this project. The work associated with the preservation/perpetuation of the survey monuments/benchmarks shall include filing appropriate survey documentations/maps before and after the preservation/perpetuation of the survey monuments; jack hammering/sawcutting the new pavement surface to allow the installation of the new P.C.C. concrete ring and positioning of the monument well cover 3/8 inches below the new finish pavement surface; backfilling the monument well with compacted Class 2 Base; plumbing monument well; leveling monument well frames and covers; furnishing new brass disks with punching and marking for survey monuments, if necessary; preservation/perpetuation of survey monuments; installation of new P.C.C. concrete rings circumferentially around the monument well covers; removal and disposal of construction demolition material associated with the installation of survey monument wells and all other items incidental to preserving/perpetuating survey monuments in accordance with the Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department.

In the event that additional survey monuments/benchmarks are identified after the initial survey, they must be preserved/perpetuated with no additional compensation therefor.

**Replace first and second paragraph of section 5-1.47 with:**

### **GUARANTEE**

Guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Completion. You must warrant and guarantee for a period of one (1) year from the date of Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and you will promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. Should you fail to make such repairs,

adjustments, or other Work that may be made necessary by such defects, the County may do so and bill you. Your performance bond remains in effect through the guarantee period.

The guarantee excludes damage or displacement caused by an event outside your control, including:

- 1. Normal wear and tear
- 2. Improper operation
- 3. Insufficient maintenance
- 4. Abuse
- 5. Unauthorized change
- 6. Act of God

^^

## 6 CONTROL OF MATERIALS

### Add to section 6-1.03 of the RSS:

#### 6-1.03B Submittals

##### 6-1.03B(1) Work Plan

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

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

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

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



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

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

### **6-1.03B(2) Analytical Test Results**

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

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

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

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

### **6-1.03B(3) Sample and Analysis**

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

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

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

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

**Minimum Number of Samples and Analytical Tests for Local Material**

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

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

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

The analytical test results must demonstrate that the local material:

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

**6-1.03C Local Material Management**

Do not place local material until authorized.

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

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

**Replace section 6-1.06 of the RSS for section 6-1 with:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A Summary**

The materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar <sup>a</sup>	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel <sup>b</sup>	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass <sup>c</sup>	Section 99, "Building Construction"
Mineral wool board insulation <sup>d</sup>	Section 99, "Building Construction"

<sup>a</sup>For each mill providing 20,000 pounds or more on the project

<sup>b</sup>For each mill providing 5,000 pounds or more on the project

<sup>c</sup>For each manufacturer providing 2,000 square feet or more on the project

<sup>d</sup>For each manufacturer providing 4,000 square feet or more on the project

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration as an informational submittal for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

For projects with a bid opening date after May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration for each applicable material or product. Submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal is authorized. The Department of General Services publishes the maximum acceptable global warming potential for each category of material or product in the State Contracting Manual. For the manual go to: <https://www.dgs.ca.gov/>.

### **6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.



**Replace the 6th paragraph of section 7-1.02K(3) with:**

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

**Delete the 7th through 10th paragraphs of section 7-1.02K(3).**

**Replace section 7-1.02K(6)(j)(ii) with:**

**Section 7-1.02K(6)(j)(ii) applies if a bid item for a lead compliance plan is shown on the Bid Item List.**

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B)
3. Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 County employees.

**Payment**

Full compensation for preparation of a Lead Compliance Plan shall be considered as included in the contract price paid per lump sum for "Lead Compliance Plan" and no separate or additional payment shall be considered therefor.

**Replace *Reserved* in the RSS for section 7-1.02K(6)(j)(iii) with:**

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

Unregulated earth material exists throughout the job site.

Lead is typically found within the top 2 feet of material within the highway. Reuse all of the excavated material on the right-of-way.

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

1. Cal/OSHA
2. CA RWQCB, Region 7 - Colorado River

**Replace section 7-1.04 with:**

**PUBLIC SAFETY**

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the Right-of-Way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1 of the Standard Specifications.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the current edition of the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the County will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Section 12 of the Standard Specifications, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an

open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the current edition of the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the current edition of the *California MUTCD* and section 12-3.11 of the Standard Specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your

- convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
  4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

**Add before the 1st paragraph of section 7-1.05A:**

**INDEMNIFICATION**

You must indemnify and hold harmless the County, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorney's fees, arising out of or in connection with your performance of this Contract for (1) injuries to or death of any person or persons, including your employees, and (2) injuries to or destruction of property, including the loss of use, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission from you, your subcontractor, anyone directly or indirectly employed by you, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.



For purposes of your obligation to defend, indemnify, and save harmless, the term State means (1) the County of Imperial, and (2) NV5, Inc., including their officers, directors, employees, agents, and design professionals.

Your obligations under section 7 will survive the termination of the agreement.

**Add to section 7-1.06A:**

You shall carry Public Liability and Property Damage Liability Insurance as well as Automotive Liability Insurance at all times when work is being performed. Before beginning work, provide the Engineer a Certificate of Insurance detailing the insurance amounts, to be reviewed and approved by the County.

**Replace section 7-1.06 with:**

**7-1.06 INSURANCE**

**7-1.06A General**

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

You shall carry Public Liability and Property Damage Liability Insurance as well as Automobile Liability Insurance at all times when work is being performed. Before beginning work, provide the Engineer a Certificate of Insurance detailing the insurance amounts, to be reviewed and approved by the County.

**7-1.06B Liability Insurance**

**7-1.06B(1) General**

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

Obtain insurance and submit all certificates of insurance to the County for acceptance before starting work. The certificates of insurance must contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the County, or 10 days' notice if cancellation is due to nonpayment of premium.

Do not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Any violation of the requirements of section 7 constitutes a material breach of the entire agreement.

Certificates evidencing the issuance of insurance as listed in section 7-1.06B(2) must be filed with the County within 10 days after the date of execution of this agreement by you and before the start of work.

**7-1.06B(2) Liability Limits**

### **7-1.06B(2)(i) Workers' Compensation Insurance and Employer's Liability Insurance**

You and your subcontractors must obtain and maintain for all employees engaged in the work. Provide Employer's Liability Insurance in amounts not less than \$1,000,000 per occurrence.

### **7-1.06B(2)(ii) Commercial General Liability (Form CG 20 10 11 85)**

You must obtain and maintain for yourself and all your employees, during the course of this agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury and property damage in an amount of not less than \$5,000,000 combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least \$10,000,000 for the following coverage:

1. Personal injury
2. Broad form property damage
3. Explosion, collapse, and underground hazards
4. Premises, operations, and mobile equipment
5. Products and completed operations
6. Blanket contractual liability

### **7-1.06B(2)(iii) Automobile Liability Insurance**

Carry Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned automobiles used in connection with your business in an amount not less than \$1,000,000 combined single-limit coverage per occurrence.

### **7-1.06C Subcontractors**

You must include all subcontractors as insured under the policies or furnish separate certificates and endorsements to the County for approval for each subcontractor. All insurance coverage for subcontractors is subject to each of the requirements in section 7 and must contain the additional insured endorsements required of you described under section 7.

### **7-1.06D Additional Insured Endorsement**

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, designated agents, and appointed volunteers must be named as additional insureds and must be added in the form of an endorsement to your insurance on Form CG 20 10 11 85. You must not commence work under this agreement until Form CG 20 10 11 85 is delivered to the County. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

### **7-1.06E Other Insurance Provisions**

For any claims related to the work performed under this agreement, your insurance coverage must be primary insurance as to the County, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, designated agents or appointed volunteers must be in excess of your insurance and must not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either you must reduce or eliminate such deductibles or self-insurance retentions as they apply





After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes for the item, will be included for payment in the first estimate made after acceptance of the contract.

No payment will be made for any materials on hand which are furnished but not incorporated in the work.

The final payment of five percent (5%) of the value of work under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by owner.

**Replace the paragraphs of section 9-1.16F with:**

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. County approves the securities and their value,
2. Parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

**Replace the 3rd and 4th paragraphs of section 9-1.17D(3) with:**

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

For claims of \$375,000 or less, the County and the Contractor agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions under California Public Contracts Code § 20104, 20104.2 and 20104.4.

**RESOLUTION OF CLAIMS**

(1) Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after the dispute resolution process set forth in Section 5-14.3 is complete or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more

of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County; (b) payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the County.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The County reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the County will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The County and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the County must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the County's written statement, or if the County fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The County will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the County will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

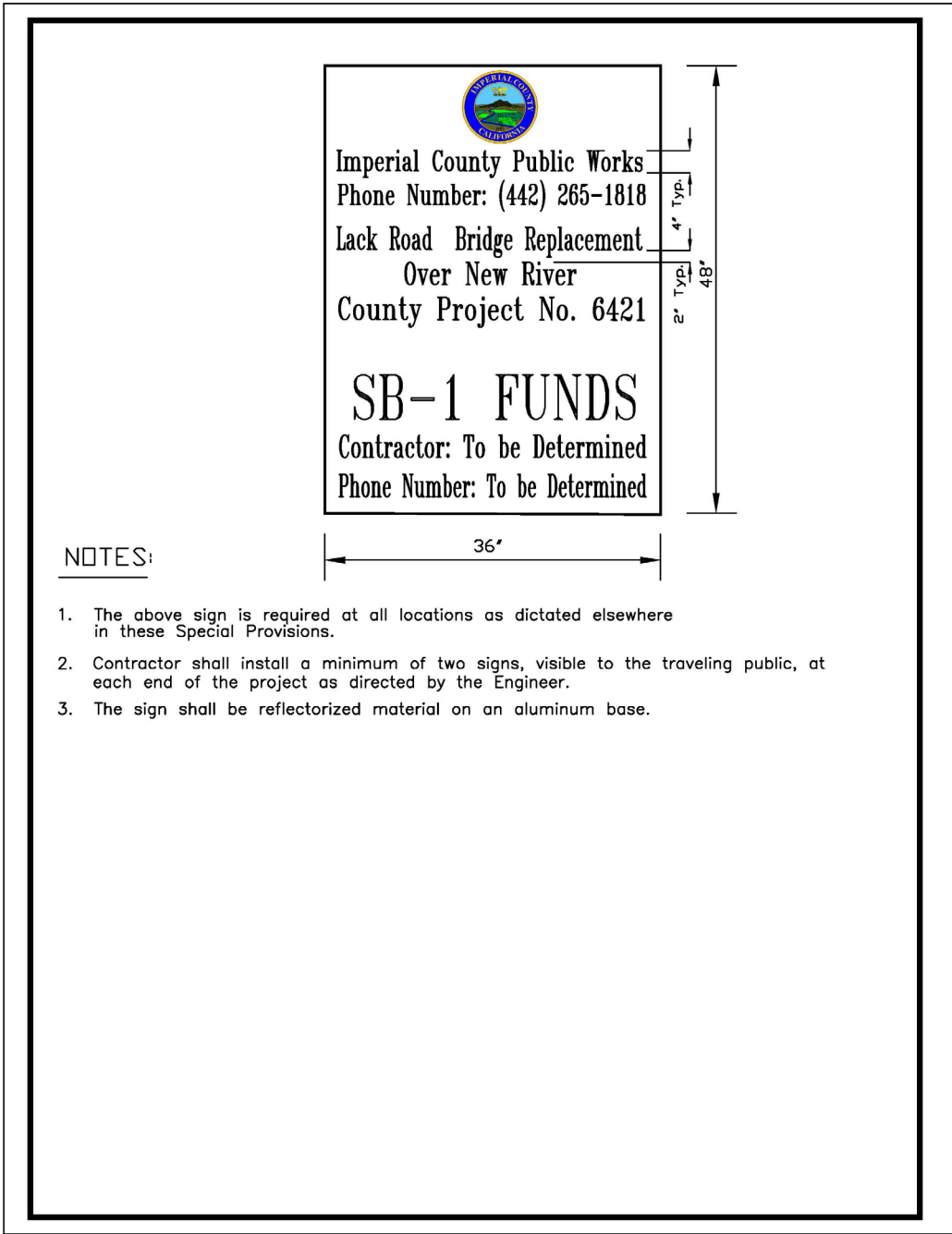
After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et





Replace reserved in Section 12-3.11C(D) with:

**PAYMENT**

Full compensation for furnishing, installing, and maintaining project identification signs, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.





Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in conducting a preconstruction survey by a qualified biologist, shall be considered as included in all bid items of work, and no separate payment will be made therefore.

**Replace the RSS for section 14-11.14 with:**

**14-11.14 TREATED WOOD WASTE**

**14-11.14A General**

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Treated wood waste is a Department-generated hazardous waste. Manage treated wood waste under section 14-11.07.

Wood removed from existing bridge piles is treated wood waste.

**14-11.14B Storage of Treated Wood Waste**

Until disposal, store treated wood waste in metal containers approved by the US Department of Transportation for the transportation and temporary storage of hazardous waste.

**14-11.14C Transport and Disposal of Treated Wood Waste**

Transport and dispose of treated wood waste. Dispose of treated wood waste at a California disposal site operating under a DTSC permit.

**14-11.14D Payment**

Full compensation for furnishing all labor, materials, tools equipment and incidentals, and for doing all the work involved in removing, handling, and disposing of Treated Wood Waste shall be considered as included in the contract price paid per pound of “Treated Wood Waste” and no additional payment shall be considered therefor.

**Replace section 14-11.17 with:**

**14-11.17 HEALTH AND SAFETY CONSIDERATIONS**

**14-11.17A General**

Section 14-11.17 includes specifications for health and safety considerations on the job site.

You are responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Take all necessary precautions for the safety of, and provide necessary protection to prevent injury or loss to, all of your employees.

Comply with all applicable Cal/OSHA health and safety requirements. Secure all work areas and close any open holes or excavations when not working by marking with ribbons and cones, and post signs indicating to stay away due to the existence of open excavations.

You are responsible for ensuring that all subcontractors abide with the contents of this section, and the Health and Safety Plan.

You are responsible for ensuring that all subcontractors abide with the safety rules and regulations with working near overhead and underground power lines.

For environmental impacts and potential hazardous health and safety conditions and risks associated with working in and around the New River, see section 14-11.7D.

If the Engineer observes any of your employees or subcontractors engaging in an unsafe act or procedure that may result in serious injury or death to the person performing the act or procedure, or to any other

person, the Engineer shall have the right, but not the duty, to stop the work until the condition is corrected. You are responsible for any increased costs that result from this work stoppage.

Hold daily tailgate safety meetings to reiterate all safety measures to be taken and discuss any violations committed and preventative measures. Notify the Engineer of the time and place for these meetings. Summarize the daily tailgate safety meetings in a weekly rollup report including meeting topics and attendance.

Provide all personnel working on the project with required orientation and training on the potential hazards and the appropriate use of safety equipment. Maintain records of those in attendance.

#### **14-11.17B Site Restrictions**

Smoking is not permitted at the job site.

Safety vests, hard hats and steel toed boots shall be worn by all personnel during work. Other personal protective equipment will be worn as dicated in the Health and Safety Plan.

#### **14-11.17C Health and Safety Plan**

Submit a detailed health and safety plan (HSP) in accordance with all applicable Cal/OSHA and Federal OSHA regulations, and any other applicable federal, state, or local agency regulations or requirements. If any of these requirements are in conflict, the more stringent requirement shall apply. Your failure to be thoroughly familiarized with the aforementioned safety and health provisions shall not relieve you of responsibility for full compliance with the obligations and requirements set forth herein. The HSP must include:

1. Organizational structure
2. Comprehensive work plan
3. Hazard analysis for each site task
4. Employee training
5. Personal protective equipment to be used for each task
6. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used
7. Site control measures
8. Emergency response plan
9. Spill containment program
10. Handling procedures for potential pollutants including fuels, lubricants, bitumens, dust palliatives, raw sewage, wash water, silt laden water, cement, and waste

Maintain a copy of the HSP at the site for the duration of work. The HSP does not supersede or in any way relieve you of obligations under any applicable Cal/OSHA regulations including 29 CFR 1910 and 29 CFR 1926.

#### **14-11.17D New River Health and Safety Considerations**

The New River is located within the job site. The New River conveys agricultural runoff from Mexicali and the Imperial Valley, as well as contamination from urban runoff from Mexicali. The New River exhibits very poor water quality. The river is known to convey community and industrial wastewater, raw and inadequately treated sewage, toxic industrial waste, garbage and other solid wastes, animal wastes, and occasionally geothermal wastewaters. The New River is included in the 2006 Clean Water Act Section 303 (d) list that identifies waters that are too polluted or otherwise degraded to meet water quality standards set by states, territories, or authorized tribes.

The New River is known to contain bacteria-laden foam that can blow over to nearby sites on windy days. Take precautions when working close to the river on days when wind gusts in excess of 15 miles per hour are forecasted.







## DIVISION VI STRUCTURES

### 49 PILING

**Add to section 49-3.02B(6)(c):**

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

### SlurryPro CDP

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

### Super Mud

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.



Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

**Shore Pac GCV**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

**Terragel or Novagel Polymer**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

**BIG-FOOT**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

**POLY-BORE**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8-65.8 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

**Add to section 49-3.02C(5):**

If inspection pipes are not shown:

1. Include in the pile installation plan a plan view drawing of the pile showing reinforcement and inspection pipes.
2. Place inspection pipes around the pile reinforcing cage, in contact with the inside of the outermost spiral or hoop reinforcement.







**83-2.04B(1)(b) Definitions**

Not Used

**83-2.04B(1)(c) Submittals**

Submit a certificate of compliance for alternative in-line terminal systems.

**83-2.04B(1)(d) Quality Assurance**

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal systems to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout.
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

**83-2.04B(2) Materials**

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SoftStop terminal systems must be SoftStop End Terminal System manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 50'-9 1/2" for test level 3, manufactured by Trinity Highway Products, LLC, and must include items detailed for SoftStop terminal system, as shown. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

2. Type MSKT - Type MSKT terminal system must be 31" MSKT Guard Rail End Terminal with a system length of 50'-0" as manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44710	(330) 915-3269

3. Type MAX-Tension Tangent Guardrail End Treatment by Barrier Systems, Inc. is a tangent, re-directive gating guardrail terminal. The Max-Tension has a length of 55'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 13755 BLAISDELL PLACE POWAY CA 92064	(858) 679-7292

### 83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be wood or plastic and must be 8 or 12 inches deep.

For Type MSKT terminal system, install a W16x15 at lower section Post 1 with a soil plate attached and a 6 by 6 by 1/8 inches tube section at upper section Post 1. Install a W6x9 or W6x8.5 post assembly top and post assembly bottom at Post 2. Install W6x9 or W6x8.5 at Posts 3 through 8. Attach a 9'-4 1/2" W-beam MGS rail section to Post 3. Use 8-inch blocks. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Do not pound on the side plates when installing lower post #1 and lower post #2. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

Install Type MAX-Tension terminal system under the manufacturer's installation instructions. Use 8- or 12-inch wood or composite blocks. Install W6x8.5 or W6x9 at post positions after Post 1. Backfill the space around the posts with selected earth that is free of rock. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

### 83-2.04B(4) Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing Alternative In-Line terminal Systems shall be considered as included in the contract price paid per each "Alternative In-Line Terminal System" and no separate or additional payment shall be considered therefor.

### **Replace the 2nd paragraph of section 83-3.02B(1) with:**

In non-freeze-thaw areas, concrete for concrete barriers other than Type 60 series must contain at least 630 pounds of cementitious material per cubic yard and must be air entrained. The air content during mixing and before placing must be  $3.0 \pm 1.0$  percent unless a higher air content is specified.

**Add to section 83-3.04:**

Concrete barrier (Type 836A) is paid for as concrete barrier (Type 836).

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing concrete barriers shall be considered as included in the contract price paid per linear foot of "Concrete Barrier (Type 836)" and no separate or additional payment shall be considered therefor.

**Replace section 83-5.05 with:**

**83-5.05 ALTERNATIVE CRASH CUSHION**

**83-5.05A General**

**83-5.05A(1) Summary**

Section 83-5.05 includes specifications for constructing an alternative crash cushion.

**83-5.05A(2) Definitions**

Not Used

**83-5.05A(3) Submittals**

Submit a copy of the manufacturer's plan and parts list for a model of the alternative crash cushion as an informational submittal.

Submit a certificate of compliance for the model of alternative crash cushion.

**83-5.05A(4) Quality Assurance**

Use personnel trained by the manufacturer to install crash cushions. A record of training provided by the manufacturer may be requested by the Engineer at any time.

**83-5.05B Materials**

The alternative crash cushion must be one of the following or a Department-authorized equal.

1. CRASH CUSHION (TYPE SCI-100GM) - Crash cushion (Type SCI-100GM). The Type SCI-100GM is a fully re-directive, non gating, bidirectional, impact crash cushion 21'-6" in length. The Type SCI-100GM can be obtained from the following distributors:

<u>Address</u>	<u>Telephone and fax nos.</u>
<u>WORK AREA PROTECTION CORPORATION</u> <u>2500 PRODUCTION DRIVE</u> <u>ST CHARLES IL 60174-9081</u>	<u>Telephone: (800) 327-4417</u> <u>Fax: (630) 377-9270</u>
<u>D&amp;M TRAFFIC SERVICES INC</u> <u>845 REED STREET</u> <u>SANTA CLARA CA 95050</u>	<u>Telephone: (408) 436-1127</u> <u>Fax: (800) 953-2636</u>

2. CRASH CUSHION (QUADGUARD M10, 6-bay) - Crash cushion (Type QuadGuard M10, 6-bay). Type QuadGuard M10, 6-bay, is a potentially reusable, re-directive, non-gating crash cushion for roadside features of 24" in width. Type QuadGuard M10 6-bay must comply with the descriptions shown in the following table:

<u>Backup Width</u>	<u>Manufacturer's Product Description</u>
<u>24-inch</u>	<u>QM10024</u>

The Type QuadGuard M10, 6-bay crash cushion can be obtained from the following distributors:







**DIVISION XIV  
DOCUMENTS TO BE EXECUTED BY BIDDER**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)  
(DO NOT DETACH)

**PROPOSAL TO THE COUNTY OF IMPERIAL**

DEPARTMENT OF PUBLIC WORKS  
County Project No. 6421

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (      ) \_\_\_\_\_

FAX NO:              AREA CODE (      ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2018 California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated May 18<sup>th</sup>, 2021 and are entitled:

**COUNTY OF IMPERIAL  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS  
SPECIAL PROVISIONS  
PROPOSAL AND BID BOOK  
FOR**

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
County of Imperial Project No. 6421**

The project plans for the work to be done were adopted: May 18<sup>th</sup>, 2021 and are entitled:

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
County of Imperial Project No. 6421**

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

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the item price shall prevail, provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County of Imperial's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Imperial, and that discretion will be exercised in the manner deemed by the County of Imperial to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Imperial respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *County of Imperial*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *County of Imperial*

that the contract has been awarded, the *County of Imperial* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *County of Imperial*.

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

### BID ITEM LIST

Item No.	Item Code	ITEM DESCRIPTION	Unit of Measure	Estimated Quantity	ITEM PRICE	TOTAL
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM		
2	130100	JOB SITE MANAGEMENT	LS	LUMP SUM		
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM		
4	141001	HEALTH AND SAFETY PLAN	LS	LUMP SUM		
5	141120	TREATED WOOD WASTE	LB	8,020		
6	170103	CLEARING AND GRUBBING (LS)	LS	LUMP SUM		
7	190101	ROADWAY EXCAVATION	CY	900		
8(F)	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	716		
9(F)	193003	STRUCTURE BACKFILL (BRIDGE)	CY	251		
10	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1,080		
11	390132	HOT MIX ASPHALT (TYPE A)	TON	530		
12	397005	TACK COAT	TON	0.9		
13	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	170		
14	490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,950		
15(F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	102		
16(F)	510053	STRUCTURAL CONCRETE, BRIDGE	CY	122		
17(F)	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	120		
18	512281	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (120'-130')	EA	4		
19	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	4		
20	519088	JOINT SEAL (MR 1")	LF	76		
21(F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	117,753		
22	600114	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM		
23(F)	750501	MISCELLANEOUS METAL (BRIDGE)	LB	2,134		
24	820220	REMOVE MARKER	EA	4		
25	839543	TRANSITION RAILING (TYPE WB-31)	EA	3		
26	839585	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3		

<b>Item No.</b>	<b>Item Code</b>	<b>ITEM DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>ITEM PRICE</b>	<b>TOTAL</b>
27	839600 A	ALTERNATIVE CRASH CUSHION	EA	1		
28	839741	CONCRETE BARRIER (TYPE 836)	LF	298		
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,130		
30	999990	MOBILIZATION	LS	LUMP SUM		
31		LAND SURVEYING	LS	LUMP SUM		
32		TIME AND MATERIAL ALLOCATION	LS	LUMP SUM	\$100,000	\$100,000

Total \_\_\_\_\_



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

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

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

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

\_\_\_\_\_  
*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_



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Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

## **PUBLIC CONTRACT CODE**

### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

(Title 23 United States Code Section 112 and  
Public Contract Code 7106)

**To the County of Imperial  
Department of Public Works**

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents therefor, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note:           The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

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

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

**LIST OF SUBCONTRACTORS**

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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Signature

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.  
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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**DISCLOSURE OF LOBBYING ACTIVITIES**  
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p align="right"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="right">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>



**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**DIVISION XV**

**DOCUMENTS TO BE EXECUTED BY  
THE SUCCESSFUL BIDDER  
(FOR INFORMATION ONLY)**

## MINIMUM INSURANCE AMOUNTS

Construction contract (Agreement for Services) form and content is included.

### Insurance Minimum Amounts \*

<u>Insurance</u>	<u>Minimum Limit *</u>
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Comprehensive General Liability (Including Contractual Liability):	
Bodily Injury	\$5 million per occurrence \$10 million aggregate
Property Damage	\$5 million per occurrence \$10 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is required.

\*Minimums subject to additional review after bid opens.

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**AGREEMENT FOR CONSTRUCTION SERVICES**

«Consultant\_Business\_Name»

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, through its Department of Public Works (“COUNTY”) and «Consultant\_Business\_Name», a «Consultant\_Business\_Type» licensed to do business within the state of California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

**RECITALS**

**WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide professional construction services for Imperial County Project Number «Project\_Number», «Project\_Name» (“Project”); and

**WHEREAS**, COUNTY wishes to engage CONTRACTOR for performance of such services as are provided for herein and CONTRACTOR is willing to accept such engagement.

**NOW, THEREFORE**, COUNTY and CONTRACTOR have and hereby agree to the following:

**1. DEFINITIONS.**

**1.1.** “Invitation for Bid” shall mean the document entitled, “«Name\_of\_RFP»,” dated «Date\_of\_RFP», which includes all special notices, addendums, exhibits and Plans and Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as **Exhibit “A”** and incorporated herein as though fully set forth.

**1.2.** “Proposal” shall mean CONTRACTOR’s document entitled “«Name\_of\_Proposal»,” dated «Date\_of\_Proposal» and submitted to the Clerk of the Board. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

**1.3.** “Plans and Specifications” shall mean the plans and specifications approved by the Director of Public Works, or his/her designee, for Project Number «Project\_Number». While COUNTY is responsible for the completeness and accuracy of the Plans and Specifications for the Project, CONTRACTOR is required to review the Plans and Specifications and promptly report any errors or omissions to COUNTY.

**2. CONTRACT COORDINATION.**

- 1           **2.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY  
2 for all purposes under this Agreement. The Director of Public Works or his/her designee  
3 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the  
4 progress and execution of this Agreement.
- 5           **2.2.** CONTRACTOR shall assign a single Contract Manager to have overall responsibility for  
6 the progress and execution of this Agreement. Should circumstances or conditions  
7 subsequent to the execution of this Agreement require a substitute Contract Manager for any  
8 reason, the Contract Manager designee shall be subject to the prior written acceptance and  
9 approval of COUNTY’s Contract Manager.
- 10 **3.     SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**
- 11           **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,  
12 scheduling, coordination and contract administration necessary to construct and complete  
13 the Project in a good, expeditious, workman-like and substantial manner under the terms of  
14 and in full and complete compliance with this Agreement (“Work”).
- 15           **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,  
16 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this  
17 Agreement.
- 18           **3.3.** All described work shall be constructed, installed, placed and performed in conformance  
19 with the Plans and Specifications and all Special Provisions contained therein and as directed  
20 by COUNTY’s engineer.
- 21           **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the  
22 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take  
23 precedence over both.
- 24           **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full  
25 performance of the obligations assumed by CONTRACTOR hereunder; including but not  
26 limited to any additional work or change orders agreed upon pursuant to written  
27 authorization as described in Section 5. Proposed additional work or change order requests,  
28 when applicable, will be attached and incorporated herein under **Exhibit “B”** (as “B-1,” “B-

2," etc.).

4. **TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

4.1. **Four Feet (4') Below the Surface.** In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall:

4.1.1. Promptly, and before the following conditions are disturbed, notify COUNTY, in writing, of any:

- (a) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
- (b) 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; and
- (c) 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 Agreement.

4.1.2. In response to any written notice generated pursuant to Subparagraph 4.1.1, COUNTY 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 CONTRACTOR's cost of, or the time required for, performance of any part of the Work, COUNTY shall issue a change order under the procedures described in this Agreement.

4.1.3. In the event that a dispute arises between COUNTY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work

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to be performed under this Agreement. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

**4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000)**

**and Five Feet (5’) Below the Surface.** For projects involving both an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five feet (5’) or more in depth, CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. The plan must be accepted by COUNTY (or by a registered civil or structural engineer, employed by COUNTY, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this Paragraph shall allow CONTRACTOR to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on COUNTY or any of its employees.

**4.3. Utilities Relocation.** In the event that CONTRACTOR, in the scope of work, encounters utilities not shown on COUNTY’S plans, COUNTY shall compensate CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated damages for any delay that occurs as a result of said encounter and/or relocation of utilities.

**5. CHANGE ORDERS.**

**5.1. Change Orders.** CONTRACTOR shall make no changes to the Work to be performed pursuant to this Agreement, including but not limited to additions, deletions, modifications or substitutions, nor shall CONTRACTOR perform any extra work (collectively, “Change Order Work”) without the prior written consent of COUNTY. If CONTRACTOR encounters conditions it considers different from those described in **Exhibit “A”** to this Agreement, CONTRACTOR may request a change order in conformance with COUNTY’S standard procedure (“Change Order”). If COUNTY approves the request, CONTRACTOR

1 will execute a Change Order and CONTRACTOR's execution of the Change Order shall  
2 confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall  
3 perform such changes in the Work as directed by COUNTY in any Change Order prepared  
4 by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a  
5 Change Order shall not be limited in any way. The Change Order shall be in writing and  
6 shall include:

7 **5.1.1.** Any and all supporting documents and drawings depicting the source and location  
8 of the desired change, and explain in detail the field conditions and reasons for the  
9 requested change;

10 **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result  
11 of changes in the Work based on a lump sum or time and material basis, as may be  
12 directed by COUNTY; and

13 **5.1.3.** Any request for adjustments to time for completion of the Project.

14 **5.2.** Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any  
15 compensation for work, labor, materials or changes of any kind, regardless of whether  
16 ordered by COUNTY or any of its representatives, unless a Change Order has been  
17 submitted in writing and approved prior to the commencement of any Change Order Work  
18 as described above. If the changes are required by any inspecting governmental agencies or  
19 utility companies, or are otherwise required to comply with any codes, laws, rules or  
20 regulations, including those set forth in this Agreement, then CONTRACTOR shall not be  
21 entitled to any increases in the compensation set forth in this Agreement or other  
22 compensation as a result of the changes.

23 **5.3.** Disputed Change Order Work. Any dispute concerning the performance of such Change  
24 Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY  
25 shall not affect CONTRACTOR's obligation to perform such Change Order Work.  
26 CONTRACTOR agrees that it shall timely complete all Change Order Work even if there  
27 shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the  
28 Change Order Work. CONTRACTOR shall have the right to be compensated for any



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undisputed Change Order Work amounts as determined to be undisputed in COUNTY’s sole discretion.

**5.4. Authorized Representative.** No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed by COUNTY’s designated representative, who is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the designated representative is changed.

**5.5. Limits.** When applicable, the authority to execute a Change Order on this Project shall not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and based on a need for additional quantities due to an increase in the unit quantities required to complete the project in excess of the COUNTY’s Engineer’s estimate of unit quantities as set forth in the Invitation to Bid, CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the Standard Specifications, State of California, Business, Transportation and Housing Agency, May 2006 Issued by the Department of Transportation (“Caltrans Standard Specifications”) referred to in **Exhibit “A”** and incorporated herein by reference.

**6. REPRESENTATIONS BY CONTRACTOR.**

**6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the construction specified in the description of work. CONTRACTOR has represented itself to be expert in these fields and understands that COUNTY is relying upon such representation.

**6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

**6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONTRACTOR has received written authorization from the Director of Public Works, or his/her designee (“Notice to Proceed”) to do so.

**6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on

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behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement and bind CONTRACTOR to the performance of all duties and obligations assumed by CONTRACTOR herein.

**6.5.** CONTRACTOR represents and warrants that any employee, contractor, subcontractor and agent who will be performing any of the duties and obligations of CONTRACTOR herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

**6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal are true and correct.

**6.7.** CONTRACTOR understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONTRACTOR if such representations were not made.

**6.8.** Retention and Access of Books and Records. CONTRACTOR represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

**6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers, books, files, correspondence and other records of all kinds which at any time shall come into its possession or under its control relating only to services performed by CONTRACTOR under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date said papers came into the possession of CONTRACTOR pursuant to this Agreement.

**6.8.2.** Any records or documents required to be maintained by CONTRACTOR pursuant to this Agreement shall be made available to COUNTY for inspection or audit, at any time during CONTRACTOR's regular business hours provided COUNTY provides CONTRACTOR with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONTRACTOR's address indicated for receipt of notices under this Agreement.

1           **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR  
2           pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of  
3           termination of this Agreement.

4           **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor will  
5           it be engaged by and owes no duty of performance to any other person or entity  
6           that would constitute a conflict. For breach or violation of this warranty,  
7           COUNTY shall amongst other remedies at law, have the right to terminate this  
8           Agreement without liability, or at its sole discretion, to deduct from the  
9           Agreement price or consideration, or otherwise recover the full amount of such  
10          fee, commission, percentage brokerage fee, gift or contingent fee paid or received  
11          from another entity or person.

12          **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full  
13          compliance with all applicable Federal, State and local statutes, rules, regulations and  
14          policies and procedures, regardless of whether they are expressly set forth in this  
15          Agreement. It is understood that in the event COUNTY is investigated or audited by any  
16          State or Federal governmental agency, or any other recognized investigative/auditing  
17          entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful  
18          request for information.

19          **7.     TERM OF AGREEMENT.**

20                 This Agreement shall commence on the date first written above and shall remain in effect until  
21          the services provided as outlined in Section 3, (“SCOPE OF WORK TO BE PERFORMED BY  
22          CONTRACTOR”), have been completed, unless otherwise terminated as provided for in this Agreement.

23          **8.     COMPENSATION.**

24                 The total compensation payable under this Agreement shall be in accordance with the item prices  
25          incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services  
26          related to the performance of this Agreement, attached hereto as **Exhibit “B”** and incorporated herein  
27          as though fully set forth. The total compensation payable under this Agreement shall not exceed  
28          **«Cost\_of\_Original\_Contract»**.

1 **9. PAYMENT AND RETENTION OF FUNDS.**

2 COUNTY shall pay CONTRACTOR for completed and approved services upon presentation  
3 and approval of its itemized billing, subject to the following.

4 **9.1. Retention.**

5 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall  
6 generally retain five percent (5%) of the total compensation payable under this  
7 Agreement until the Work to be performed has been completed in accordance with  
8 this Agreement, as determined by COUNTY, and payment in full of all of  
9 CONTRACTOR's subcontractors has been certified.

10 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors  
11 has approved a finding, during a properly noticed and normally scheduled public  
12 hearing conducted either prior to or concurrent with authorizing this Project to go  
13 out to bid, that the Project is substantially complex and therefore requires a higher  
14 retention amount than 5%. Should the retention amount exceed 5% for this Project,  
15 then the actual retention amount will be listed in the Plans and Specifications, along  
16 with the findings justifying the increased retention amount.

17 **9.2. Substitution of Retention.**

18 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by  
19 COUNTY to ensure performance under this Agreement. At the request and  
20 expense of CONTRACTOR, securities equivalent to the amount retained shall be  
21 deposited with the COUNTY, or with a state or federally chartered bank in this state  
22 as the escrow agent, who shall then return the securities to CONTRACTOR once  
23 the Work to be performed has been completed in accordance with this Agreement,  
24 as determined by COUNTY, and payment in full of all of CONTRACTOR's  
25 subcontractors has been certified.

26 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of  
27 retentions earned directly to the escrow agent at the expense of CONTRACTOR.  
28 CONTRACTOR, at its sole cost and expense, may direct the investment of the

1 payments into securities, and CONTRACTOR shall receive the interest earned on  
2 the investments upon the same terms provided for in this Section for securities  
3 deposited by CONTRACTOR. Once the Work to be performed has been  
4 completed in accordance with this Agreement, as determined by COUNTY, and  
5 payment in full of all of CONTRACTOR's subcontractors has been certified,  
6 CONTRACTOR shall receive from the escrow agent all securities, interest, and  
7 payments received by the escrow agent from COUNTY, pursuant to the terms of  
8 this Section.

9 **9.2.3.** Securities eligible for investment under this Section shall include those listed in Cal.  
10 Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing  
11 demand deposit accounts, standby letters of credit, or any other security mutually  
12 agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the  
13 beneficial owner of any securities substituted for retained funds and shall receive  
14 any interest thereon.

15 **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement  
16 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

17 **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is  
18 prohibited where funding for the Project, in whole or in part, will be provided by  
19 the Farmers Home Administration of the United States Department of Agriculture  
20 pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921  
21 et seq.), or where otherwise disallowed by federal law.

22 **10. METHOD OF PAYMENT.**

23 **10.1.** CONTRACTOR shall at any time prior to the fifteenth (15<sup>th</sup>) day of any month, submit  
24 to COUNTY's Director of Public Works or his/her designee, a complete and accurate  
25 written claim for compensation for services performed. The claim shall be in a format  
26 approved by COUNTY. COUNTY shall make no payment prior to the claims being  
27 approved in writing by the Director of Public Works or his/her designee.

28 **10.2.** After determining that the claim is a proper payment request, the Director of Public

- 1 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed  
2 and properly submitted claims approved for payment within ten (10) days following the  
3 date the claim was submitted to his/her Department.
- 4 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and  
5 in any event in the normal course of business within thirty (30) days after the undisputed  
6 and properly submitted claim is submitted.
- 7 **10.4.** Any claim determined to be an improper payment request shall be returned to  
8 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with  
9 a written explanation as to why the claim is an improper request for payment.
- 10 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code  
11 §20104.50, CONTRACTOR must properly fill out all written claims for compensation for  
12 services performed.
- 13 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010  
14 in the event payment is not made within thirty (30) days of an undisputed properly submitted  
15 request.
- 16 **11. INDEMNIFICATION.**
- 17 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,  
18 protect and hold COUNTY and its representatives, officers, directors, designees,  
19 employees, agents, successors and assigns harmless from any and all claims, expenses,  
20 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law  
21 or equity, of every kind and nature whatsoever arising out of or in connection with  
22 CONTRACTOR's negligent acts and omissions or willful misconduct under this  
23 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,  
24 but does not include Claims that are finally determined to be the result of the sole  
25 negligence or willful misconduct of COUNTY.
- 26 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and  
27 hold COUNTY harmless from all Claims, including but not limited to:
- 28 **11.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,

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sickness or disease or death to persons including but not limited to COUNTY’s representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONTRACTOR’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

**11.2.2.** Liability arising from injuries to CONTRACTOR and/or any of CONTRACTOR’s employees or agents arising out of CONTRACTOR’s negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

**11.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, including but not limited to:

(a) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR’s failure to adhere to Disadvantaged Business Enterprise requirements and/or goals, as determined by COUNTY or such other lawful entity in charge of monitoring Disadvantaged Business Enterprise compliance;

(b) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR’s failure to adhere to prevailing wage requirements, as determined by COUNTY, the California Department of Industrial Relations, or such other lawful entity in charge of monitoring prevailing wage compliance;

**11.2.4.** Infringement of any patent rights which may be brought against COUNTY arising

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out of CONTRACTOR’s work;

**11.2.5.** Any violation or infraction by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

**11.2.6.** Any breach by CONTRACTOR of the terms, requirements or covenants of this Agreement.

**11.3.** The indemnification provisions of this Agreement shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

**12. INDEPENDENT CONTRACTOR**

**12.1.** In all situations and circumstances arising out of the terms and conditions of this Agreement, CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

**12.2.** CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement.

**12.3.** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY’s control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

**12.4.** CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with Worker’s Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

**12.5.** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.



- 1           **12.6.** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or  
2           make any claim against any COUNTY fringe benefit program, including, but not limited  
3           to, COUNTY’s pension plan, medical and health care plan, dental plan, life insurance  
4           plan, or any other type of benefit program, plan, or coverage designated for, provided to,  
5           or offered to COUNTY’s employee.
- 6           **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,  
7           or local tax, including, but not limited to, any personal income tax, owed by  
8           CONTRACTOR.
- 9           **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent and  
10          conduct itself as, an independent contractor, not an employee of COUNTY.
- 11          **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind  
12          or obligate COUNTY in any way without the written consent of COUNTY.

13   **13.    INSURANCE.**

14          **13.1.** CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,  
15          during the entire term of this Agreement and any extended term therefore, insurance in a  
16          sum acceptable to COUNTY and adequate to cover potential liabilities arising in  
17          connection with the performance of this Agreement and in any event not less than the  
18          minimum limit set forth in the “Minimum Insurance Amounts” attachment to the Plans  
19          and Specifications which are incorporated as if set forth fully herein.

20          **13.2.** Special Insurance Requirements. All insurance required shall:

21                **13.2.1.** Be procured from California admitted insurers (licensed to do business in  
22                California) with a current rating by Best’s Key Rating Guide, acceptable to  
23                COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser  
24                ratings must be approved in writing by COUNTY.

25                **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance  
26                maintained by COUNTY shall be in excess of CONTRACTOR’s insurance  
27                coverage and shall not contribute to it.

28                **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers’

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Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR’s negligence.

**13.2.4.** State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

**13.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

**13.2.6.** If this Agreement remains in effect more than one (1) year from the date of its original execution, COUNTY may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.

**13.3. Additional Insurance Requirements.**

**13.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

**13.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU Hazards”;
- (c) Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an “excess only” clause which requires the exhaustion

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of other insurance prior to providing coverage;

- (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
- (f) Includes COUNTY as an additional insured; and
- (g) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

**13.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

**13.5. Certificates of Insurance.** Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein as though fully set forth.

**13.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

**14. WORKERS’ COMPENSATION CERTIFICATION.**

**14.1.** Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: “I am aware of the provisions of California Labor Code §§3700 et seq. 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.”

**14.2.** This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

**14.3.** CONTRACTOR understands and agrees that any and all employees, regardless of hire

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date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project.

14.4. If CONTRACTOR has no employees, initial here: \_\_\_\_\_.

**15. WARRANTY.**

15.1. One Year Warranty. CONTRACTOR agrees to provide a one-year warranty for all of its work and component parts and guarantees that all work shall be performed in a professional and workman-like manner and be free from defects. CONTRACTOR guarantees to timely correct all work performed by it under this Agreement which COUNTY determines to be defective in design, material and/or workmanship within a period of one (1) year from the date of the completion of the Work. The warranties set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly agrees that all warranties made by CONTRACTOR, all obligations under this Agreement and all remedies for breach of such warranties shall survive this Agreement in the event it is terminated or expires for any reason prior to the running of the full warranty periods listed above.

15.2. Materials. All materials furnished by CONTRACTOR shall be new, manufactured during the current year, of first quality and carrying full manufacturer's warranty. CONTRACTOR shall be responsible for any expiration of manufacturer or other warranties of material or equipment being supplied for this Agreement. CONTRACTOR guarantees that all warranties of material and equipment shall become effective when the project is accepted by COUNTY's Board of Supervisors, not at time of installation by CONTRACTOR.

15.3. Manufacturers' Warranty Information. CONTRACTOR agrees to promptly provide such information and maintenance recommendations to COUNTY at the inception of CONTRACTOR's work to the extent such information is reasonably available.

**16. DEFAULT AND REMEDIES.**

16.1. Default. In the event that (i) CONTRACTOR files a petition requesting relief under any

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bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency, or (ii) CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt payment to its subcontractors and suppliers for materials or labor supplied or permits any lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR disregards any laws or orders of any public or private authority having jurisdiction over the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any of the terms of this Agreement or breaches any provision of this Agreement, COUNTY may give notice of such failure or breach to CONTRACTOR, identifying the failure or breach of this Agreement. Should any such failure or breach continue for twenty-four (24) hours after delivery of notice without a good faith effort on the part of CONTRACTOR to commence all necessary corrective action, or should such a breach continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time such failure shall be deemed a default by CONTRACTOR under this Agreement and COUNTY shall have all rights and remedies available at law or in equity, including the right to terminate this Agreement. Without limiting its rights and remedies, COUNTY may then proceed as follows:

**16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may exist in the performance of CONTRACTOR's obligations hereunder within forty-eight (48) hours after such default(s) has/have occurred including but not limited to repairing, replacing and correcting material or Work determined by COUNTY to be defective or not complying with the requirements of this Agreement. Should CONTRACTOR fail to timely repair, replace and/or correct non-complying or

1 defective materials and workmanship or otherwise cure its default(s) hereunder,  
2 and in the case of emergencies in which case COUNTY may act immediately if  
3 CONTRACTOR is not available or is not responding, and without further notice,  
4 COUNTY may make required repairs, replacements and other corrections or  
5 otherwise remedy the default by CONTRACTOR pursuant to the subparagraph  
6 below.

7 **16.1.2.** Without terminating this Agreement or the obligations of CONTRACTOR  
8 hereunder as to all of the Work required to be performed or furnished by  
9 CONTRACTOR pursuant to this Agreement, COUNTY may engage another  
10 contractor to perform such portion of CONTRACTOR's Work required pursuant  
11 to this Agreement or furnish any materials or other items required hereunder as  
12 COUNTY in its sole discretion may deem necessary to avoid delay in the progress  
13 of the Work, and in connection therewith, COUNTY may perform such Work or  
14 any portion thereof itself or have the same performed by others and COUNTY  
15 may procure all necessary materials, equipment or other items required for the  
16 continued progress of such Work. The costs incurred by COUNTY as a result of  
17 engaging another contractor shall be deducted from the compensation payable  
18 pursuant to this Agreement and if COUNTY's costs exceed or may reasonably be  
19 anticipated to exceed the balance of the compensation due to CONTRACTOR for  
20 such work, such excess, or anticipated excess, shall be immediately due and owing  
21 from CONTRACTOR to COUNTY and may be withheld from any funds due to  
22 CONTRACTOR pursuant to this Agreement or any other agreement.

23 **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written notice  
24 and COUNTY shall then have the option of completing the Work or any portion  
25 thereof by exercise of its interest under the performance bond issued in favor by  
26 CONTRACTOR, or having such Work in whole or in part be completed by others  
27 for CONTRACTOR's account. A calculation shall take place at the conclusion  
28 of the Project wherein to the degree the sum of COUNTY's costs and any amounts

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paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from CONTRACTOR to COUNTY.

**16.2. Damages.** CONTRACTOR shall be liable for all damages suffered by COUNTY by reason of CONTRACTOR’s default in any provision of this Agreement and the exercise of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by CONTRACTOR pursuant hereto has been completed and accepted by COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of exclusion, COUNTY’s costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees and costs.

**16.3. Actions After Default.** Should COUNTY exercise any of its options, remedies or rights granted pursuant to the terms of this Agreement in the event of a default by CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to CONTRACTOR to complete the Work required to be completed by CONTRACTOR, whether such work is completed by COUNTY or by others, and CONTRACTOR agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by COUNTY to do so.

**16.4. Limit on Force Majeure Damages.** CONTRACTOR shall not be responsible for repairing or restoring damage to work caused by an act of God in excess of five (5) percent of the contract amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of COUNTY. In the event of such damage, COUNTY may, at its option, elect to terminate this Agreement. For purposes of this Agreement, an “act of God” shall be defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.

- 1           **16.5. Resolution of Claims.** COUNTY and CONTRACTOR agree to follow and comply with  
2           the mediation, arbitration, claim, civil action procedure and trial de novo provisions set  
3           forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.
- 4           **16.6. No Limitation of Rights.** The options and rights granted to COUNTY herein shall not be  
5           deemed as limitations upon the other rights and remedies of COUNTY in the event of a  
6           failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to  
7           exercise the rights and remedies hereinabove specified and all other rights and remedies  
8           which may be provided in this Agreement or by law or in equity, either cumulatively or  
9           consecutively, and in such order as COUNTY in its sole discretion shall determine.
- 10       **17. NON-DISCRIMINATION.**
- 11           **17.1.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall  
12           not unlawfully discriminate, harass or allow harassment against any employee or  
13           applicant for employment because of sex, race, color, ancestry, religious creed, national  
14           origin, physical disability (including HIV and AIDS), mental disability, medical  
15           condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 16           **17.2.** CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of  
17           their employees and applicants for employment are free from such discrimination and  
18           harassment.
- 19           **17.3.** CONTRACTOR and its subcontractors shall comply with the provisions of the Fair  
20           Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable  
21           regulations promulgated thereunder (California Code of Regulations, Title 2, Section  
22           7285 et seq.).
- 23           **17.4.** The applicable regulations of the Fair Employment and Housing Commission  
24           implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of  
25           Title 2 of the California Code of Regulations, are incorporated into this Agreement by  
26           reference and made a part hereof as if set forth in full.
- 27           **17.5.** The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.  
28           §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if



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set forth in full.

**17.6.** CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**17.7.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

**18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

**18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained in the California Department of Transportation’s Standard Specifications.

**18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE requirements pertaining to this Project and has fully and accurately completed any and all required DBE forms.

**18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE requirements for this Project.

**18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

**18.5.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY due to CONTRACTOR’s failure to either comply with the DBE requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE goals as determined by COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or federal agency contributing funds to the Project, then CONTRACTOR shall fully reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct any such loss in funding from the amount of compensation due to CONTRACTOR under this Agreement.

**18.6.** In addition to the above, CONTRACTOR’s failure to comply with DBE requirements/goals shall subject it to such sanctions as are permitted by law, which may include, but shall not be limited to the following:

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- 18.6.1.** Termination of this Agreement;
- 18.6.2.** Withholding monthly progress payments;
- 18.6.3.** Denial of payment for any portion of the Project that was committed at the time of the execution of this Agreement to be performed by a DBE subcontractor, but was completed by CONTRACTOR or a substitute non-DBE subcontractor;
- 18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or
- 18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from bidding on future public works projects advertised by COUNTY.

**19. PREVAILING WAGE.**

- 19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of the California Department of Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of Public Works, and are available to CONTRACTOR and any other interested party upon request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at the Project site.
- 19.2.** CONTRACTOR is responsible for compliance with the provisions herein.
- 19.3. Mandatory Registration with the Department of Industrial Relations – NEW REQUIREMENTS PURSUANT TO SB 854.**
  - 19.3.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
  - 19.3.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions

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provided under Labor Code Section 1771.1(a) applies.

**19.3.3.** CONTRACTOR and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

**19.3.4.** The Project described herein is subject to compliance monitoring and enforcement with the DIR.

**19.3.5.** For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

**19.4. Cognizance of Violations by County.**

**19.4.1.** CONTRACTOR understands and agrees that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

**19.4.2.** If CONTRACTOR determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to CONTRACTOR, the procedures in California Labor Code §1771.6 shall be followed.

**19.4.3.** CONTRACTOR may bring an action in a court of competent jurisdiction to recover from COUNTY the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney’s fees related to the action, if either of the following is true:

- (a) COUNTY previously affirmatively represented to CONTRACTOR in writing, in the call for bids, or otherwise, that the Work was not a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California

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Labor Code; or

(b) COUNTY received actual written notice from the Department of Industrial Relations that the Work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to CONTRACTOR before the bid opening or award.

**19.5. Prevailing Wage Rates and Payroll Records.**

**19.5.1.** CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at CONTRACTOR’s principal office. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

**19.5.2.** *Prevailing Wage Compliance For those Projects subject to DIR Monitoring and Enforcement.* CONTRACTOR has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONTRACTOR that CONTRACTOR is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html>.

**19.5.3.** CONTRACTOR shall be liable for penalties pursuant to this section when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

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- (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
- (b) CONTRACTOR fails to comply with the following requirement: The contract executed between CONTRACTOR and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (c) CONTRACTOR fails to comply with the following requirement: CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (d) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and
- (e) Prior to making final payment to the subcontractor for Work performed on the Project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code §1813.

**19.6. Work Day and Work Week Requirements.** CONTRACTOR agrees to comply with §§1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq., as supplemented by the Department of Labor regulations, which provide that CONTRACTOR’s workers and its subcontractor’s workers may not be required or

1 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)  
2 hours in any one (1) calendar week. Further, work performed by employees of  
3 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40)  
4 hours during any one (1) week, shall be compensated for all hours worked in excess of  
5 eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.  
6 The responsibility for compliance with these provisions is fixed with CONTRACTOR.  
7 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit  
8 specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to  
9 comply with the provisions contained within this Paragraph.

10 **19.7. Apprenticeship Requirements.**

11 **19.7.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the  
12 California Labor Code relating to the employment of apprentices and to provide  
13 COUNTY with copies of any contract award information and verified statements  
14 of the journeyman and apprentice hours performed pursuant to this Agreement as  
15 required by §1777.5(e). The responsibility for compliance with these provisions  
16 is fixed with CONTRACTOR for all apprenticeable occupations, where  
17 journeymen in the craft are employed on the public work, in a ratio of not less  
18 than one (1) apprentice for each five (5) journeymen (unless an exemption is  
19 granted in accordance with §1777.5) and CONTRACTOR and its subcontractors  
20 shall not discriminate among otherwise qualified employees as indentured  
21 apprentices on any public work solely on the ground of race, religious creed, color,  
22 national origin, ancestry, sex, or age, except as provided in California Labor Code  
23 §3077. Only apprentices, as defined in California Labor Code §3077, who are in  
24 training under apprenticeship standards and who have signed written apprentice  
25 agreements will be employed on public works in apprenticeable occupations.  
26 This section shall not be enforced if the not-to-exceed amount of this Agreement  
27 set forth and/or incorporated in the “COMPENSATION” Section is less than  
28 thirty thousand dollars (\$30,000).

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**19.7.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5, COUNTY shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, COUNTY shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

**19.8. Labor Standards Compliance Requirements.**

**19.8.1.** It is CONTRACTOR’s responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. CONTRACTOR is responsible to review promptly and then forward on all required documentation to COUNTY per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, COUNTY will provide training, documentation requirements, forms, etc., at the preconstruction conference or at a time designated by COUNTY.

**19.8.2.** In the event, during the review process of labor compliance documentation from COUNTY’s labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from CONTRACTOR the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by CONTRACTOR.

**20. INELIGIBILITY.**

**20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

**20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be prohibited from bidding on, being awarded an agreement for, or performing work as a subcontractor on this Project, or any other public works project within the state of California.

**21. SIGNAGE REQUIREMENTS.**

**21.1. Project Identity Signage.** CONTRACTOR is required to provide and install the required

1 project identity signage as detailed in the Plans and Specifications, in the size and at the  
2 location indicated by the Director of Public Works or his/her designee, and to maintain  
3 the signage in good condition for the duration of the Project. The signage may not be  
4 removed until the Notice of Completion is recorded or by written direction of the Director  
5 of Public Works or his/her designee.

6 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and  
7 install the Federal and State required employee posters and the required material  
8 pertaining to the required labor standards provisions are posted (including, but not limited  
9 to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a  
10 prominent and accessible place.

11 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to  
12 provide and install the “Offer for Employment” signage as detailed in the Plans and  
13 Specifications in the size and at the location indicated by the Director of Public Works or  
14 his/her designee and to maintain the signage in good condition for the duration of the  
15 Project. The signage may not be removed until the Notice of Completion is recorded or  
16 by written direction of the Director of Public Works or his/her designee.

17 **22. CONFLICT OF INTEREST AND GRATUITIES.**

18 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest,  
19 direct or indirect, which could conflict in any manner or degree with the performance of  
20 services required to be performed under this Agreement. CONTRACTOR further agrees  
21 that in the performance of this Agreement, no person having any such interest shall be  
22 employed.

23 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for  
24 carrying out the services under this Agreement and that such person or persons as may be  
25 designated shall take any and all actions necessary to comply with COUNTY’s Conflict  
26 of Interest Code adopted pursuant to California Government Code §81000 to the extent  
27 required thereunder.

28 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of



1 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any  
2 agent or representative of CONTRACTOR, to any officer, employee or agent of  
3 COUNTY with a view toward securing a contract or securing favorable treatment with  
4 respect to the awarding or amending or the making of any determinations with respect to  
5 the performance of this Agreement, COUNTY may, by written notice to  
6 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this  
7 Agreement and/or may pursue such other rights and remedies provided by law or under  
8 this Agreement.

9 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled  
10 to:

11 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event  
12 of a breach of the Agreement by CONTRACTOR; and

13 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by law,  
14 to exemplary damages in an amount (as determined by COUNTY) which shall be  
15 not less than three (3) nor more than ten (10) times the costs incurred by  
16 CONTRACTOR in providing any such gratuities to any such officer, employee  
17 or agent.

18 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

19 When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban  
20 Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible,  
21 CONTRACTOR shall provide job training, employment and contracting opportunities for low- or very-  
22 low income residents in connection with the Project. The responsibility for compliance with these  
23 provisions is fixed with CONTRACTOR.

24 **24. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.**

25 When applicable, CONTRACTOR agrees to comply with the Copeland Act  
26 (*18 USC §874* and *40 USC §276c; 29 C.F.R. Part 3*) which precludes CONTRACTOR and its  
27 subcontractors from in any way inducing an employee to give up any part of the compensation to which  
28 he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors

1 shall submit a weekly statement of the wages paid to each employee performing on covered work during  
2 the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its  
3 subcontractors induce an employee working on a covered contract to give up any part of the  
4 compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar  
5 (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and  
6 agrees that willful falsification of the statement of compliance may subject the employer to civil or  
7 criminal prosecution and may be cause for contract termination or debarment. The responsibility for  
8 compliance with these provisions is fixed with CONTRACTOR.

9 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

10 When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938  
11 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and  
12 youth employment standards affecting full-time and part-time workers on the Project. The responsibility  
13 for compliance with these provisions is fixed with CONTRACTOR.

14 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**  
15 **RESPONSIBILITY MATTERS.**

16 When applicable, CONTRACTOR agrees to execute a certification regarding debarment,  
17 suspension and other responsibility matters. The responsibility for compliance with this provision is  
18 fixed with CONTRACTOR.

19 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**  
20 **SPECIFICATIONS.**

21 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of  
22 41 C.F.R. 60-4.2 relating to the “Equal Opportunity Clause” and the “Standard Federal Equal  
23 Employment Specifications.” The responsibility for compliance with this provision is fixed with  
24 CONTRACTOR.

25 **28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

26 When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or  
27 regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution  
28 Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and

1 Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. CONTRACTOR  
2 understands and agrees that violations shall be reported to the Federal awarding agency and the Regional  
3 Office of the Environmental Protection Agency. The responsibility for compliance with these provisions  
4 is fixed with CONTRACTOR.

5 **29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.**

6 When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the  
7 tier above that it will not and has not used Federal appropriated funds to pay any person or organization  
8 for influencing or attempting to influence an officer or employee of any agency, a member of Congress,  
9 officer or employee of Congress, or an employee of a member of Congress in connection with obtaining  
10 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose  
11 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.  
12 Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance  
13 with this provision is fixed with CONTRACTOR.

14 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

15 CONTRACTOR shall verify name, date of birth and social security number, along with  
16 immigration information for non-citizens in order to verify the identity and employment eligibility of  
17 both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed  
18 with CONTRACTOR.

19 **31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.**

20 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise  
21 qualified person shall be excluded from participation or employment, denied program  
22 benefits or be subjected to discrimination based on race, color, national origin, gender,  
23 age or handicap, under any program or activity funded by this Agreement, as required by  
24 Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community  
25 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all  
26 implementing regulations. The responsibility for compliance with these provisions is  
27 fixed with CONTRACTOR.

28 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,

1 national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry  
2 out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration  
3 of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry  
4 out these requirements is a material breach of this Agreement, which may result in the  
5 termination of this Agreement, or such other remedy as COUNTY deems appropriate.  
6 CONTRACTOR shall include the nondiscrimination and compliance provisions of this  
7 Paragraph in all subcontracts to perform Work under this Agreement.

8 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

9 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into  
10 any contract for construction work, or modification thereof, as defined in the regulations  
11 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part  
12 with funds obtained from the Federal Government or borrowed on the credit of the  
13 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or  
14 undertaken pursuant to any Federal program involving such grant, contract, loan,  
15 insurance, or guarantee, the following equal opportunity clause. For the purposes of this  
16 Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract”  
17 shall refer to this Agreement:

18 *“During the performance of this contract, the Contractor agrees as follows:*

19 *(1) The contractor will not discriminate against any employee or applicant for*  
20 *employment because of race, color, religion, sex, or national origin. The*  
21 *contractor will take affirmative action to ensure that applicants are*  
22 *employed, and that employees are treated during employment, without*  
23 *regard to their race, color, religion, sex, or national origin. Such action*  
24 *shall include, but not be limited to the following: Employment, upgrading,*  
25 *demotion, or transfer, recruitment or recruitment advertising; layoff or*  
26 *termination; rates of pay or other forms of compensation; and selection for*  
27 *training, including apprenticeship. The contractor agrees to post in*  
28 *conspicuous places, available to employees and applicants for employment,*

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*notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*

- (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, or national origin.*
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed*

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*and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”*

**32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.

**32.3.** CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

1           **32.4.** CONTRACTOR further agrees that it will refrain from entering into any contract or  
2 contract modification subject to Executive Order 11246 of September 24, 1965, with a  
3 contractor debarred from, or who has not demonstrated eligibility for, government  
4 contracts and federally-assisted construction contracts, pursuant to the Executive Order  
5 and will carry out such sanctions and penalties for violation of the equal opportunity  
6 clause as may be imposed upon contractors and subcontractors by the administering  
7 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.  
8 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these  
9 undertakings, COUNTY may take any or all of the following actions: Cancel, terminate,  
10 or suspend in whole or in part this funding commitment (contract, loan, grant, insurance,  
11 guarantee); refrain from extending any further assistance to the applicant under the  
12 program with respect to which the failure or refund occurred until satisfactory assurance  
13 of future compliance has been received from such Contractor; and refer the case to the  
14 Department of Justice for appropriate legal proceedings.

15 **33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

16 CONTRACTOR shall comply with the following provisions regarding the assignment of claims  
17 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term  
18 “contractor” shall refer to CONTRACTOR, the term “awarding body” shall refer to COUNTY, and the  
19 term “public works contract” shall refer to this Agreement:

20           *“In entering into a public works contract or a subcontract to supply goods, services, or*  
21 *materials pursuant to a public works contract, the contractor or subcontractor offers and*  
22 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*  
23 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*  
24 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*  
25 *Business and Professions Code), arising from purchases of goods, services, or materials*  
26 *pursuant to the public works contract or the subcontract. This assignment shall be made*  
27 *and become effective at the time the awarding body tenders final payment to the contractor,*  
28 *without further acknowledgment by the parties.”*

1 **34. NON-COLLUSION.**

2 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion  
3 Affidavit that complies with Cal. Public Code §7106, included in **Exhibit “B”** and incorporated herein.

4 **35. NOTICES AND REPORTS.**

5 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by  
6 personal delivery or by mailing by certified mail, addressed as follows:

7 <u>COUNTY</u>	8 <u>CONTRACTOR</u>
9 Imperial County Department of Public Works	«Consultant_Business_Name»
10 Attention: Director	«Consultant_Street_Address»
11 155 South Eleventh Street	«Consultant_City_State»
12 El Centro, CA 92243	

13 with copies to:

14 Imperial County Executive Office  
15 Attention: County Executive Officer  
16 940 West Main Street, Suite 208  
17 El Centro, CA 92243

18 and:

19 Imperial County Department of Human  
20 Resources and Risk Management  
21 Attention: Director  
22 940 West Main Street, Suite 101  
23 El Centro, CA 92243

24 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by  
25 mailing by certified mail at such other address as either Party may designate in a notice  
26 to the other Party given in such manner. Any notice given by mail shall be considered  
27 given when deposited in the United States Mail, postage prepaid, addressed as provided  
28 herein.

29 **36. ENTIRE AGREEMENT.**

30 This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating  
31 to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
32 understandings, provisions, negotiations, representations, or statements, either written or verbal.

33 **37. ASSIGNMENT.**



1 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
2 CONTRACTOR without the prior written consent of COUNTY.

3 **38. MODIFICATION.**

4 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
5 unless the same is in writing and signed by the Party against whom the enforcement of such modification,  
6 waiver, amendment, discharge, or change is or may be sought.

7 **39. CAPTIONS.**

8 Captions in this Agreement are inserted for convenience of reference only and do not define,  
9 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

10 **40. PARTIAL INVALIDITY.**

11 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,  
12 or unenforceable, the remaining provisions will nevertheless continue in full force without being  
13 impaired or invalidated in any way.

14 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

15 Words and expressions in the masculine gender include the feminine and neuter genders. Words  
16 and expressions in the singular include the plural and words and expressions in the plural include the  
17 singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a  
18 part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,  
19 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any  
20 other representative capacity or any other entity. All covenants herein contained on the part of  
21 CONTRACTOR shall be joint and several if more than one person, firm or entity executes the  
22 Agreement.

23 **42. WAIVER.**

24 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be  
25 construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the  
26 same or any other covenant or condition.

27 **43. CHOICE OF LAW.**

28 The laws of the State of California shall govern this Agreement. This Agreement is made and

1 entered into in Imperial County, California. Any action brought by either Party with respect to this  
2 Agreement shall be brought in a court of competent jurisdiction within said County.

3 **44. AUTHORITY.**

4 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and  
5 warrants that:

6 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of  
7 CONTRACTOR;

8 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of  
9 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

10 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

11 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the  
12 foregoing within thirty days of execution of this Agreement.

13 **45. COUNTERPARTS.**

14 This Agreement and any subsequent modifications may be executed in any number of  
15 counterparts, each of which when executed shall be an original, and all of which together shall constitute  
16 one and the same Agreement. No counterparts shall be effective until all Parties have executed a  
17 counterpart hereof.

18 **46. TIMING.**

19 The Parties agree that time is of the essence in this Agreement.

20 **47. REVIEW OF AGREEMENT TERMS.**

21 **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys  
22 with respect to the advisability of making the representations, warranties, covenants and  
23 agreements provided for herein, and with respect to the advisability of executing this  
24 Agreement.

25 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

26 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive good  
27 faith negotiations between the Parties and/or their respective legal counsel; and

28 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this

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Agreement for execution by said Parties.

47.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

48. **APPENDIX E OF THE TITLE VI ASSURANCES.**

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

48.1. Pertinent Nondiscrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

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expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

1           **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first  
2 above written.

3 **County of Imperial**

«Consultant\_Business\_Name»

4  
5 By: \_\_\_\_\_  
6 Michael W. Kelley, Chairman  
7 Imperial County Board of Supervisors

By: \_\_\_\_\_  
«Consultant\_Name\_for\_Signature»

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Blanca Acosta,  
12 Clerk of the Board of Supervisors

13 **APPROVED AS TO FORM:**

14 Adam G. Crook,  
15 County Counsel

16  
17 By: \_\_\_\_\_  
18 «CC\_Attorney»,  
19 «CC\_Attorney\_Title»  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the COUNTY OF IMPERIAL (hereinafter designated as "Public Entity") by resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to hereinafter designated as the "Principal," a contract for the work described as follows:

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
County of Imperial Project No. 6421**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Public Entity in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we 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 the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants conditions and agreements in the said contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Public Entity and judgment is recovered, the Surety shall pay all costs incurred by the Public Entity in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

Attorney-in-Fact

[Attach Required Acknowledgement]

**PAYMENT BOND FOR PUBLIC WORKS**

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY OF IMPERIAL  
(hereinafter designated as "Public Entity") by resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter designated as the "Principal") a contract for the work described as follows:

**LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER  
County of Imperial Project No. 6421**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 9550), Title 3, Part 46, Division 4 of the California Civil Code to furnish a bond in connection with said contract:

NOW, THEREFORE, we, the Principal and \_\_\_\_\_

as Surety, are held and firmly bound unto the Public Entity in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 or 8402 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal  
BY: \_\_\_\_\_  
\_\_\_\_\_  
Surety  
BY: \_\_\_\_\_  
Attorney-in-Fact

**DIVISION XVI**  
**EXHIBITS & PERMITS**





County of Imperial  
 Department of Public Works  
 155 S 11th Street  
 El Centro, CA 92243  
 (442) 265-1818

## Monument Preservation Report PRE-CONSTRUCTION

FORM  
 MPR-01  
 April 2021

County of Imperial Permit Number/Project Name \_\_\_\_\_

PRIOR TO PERMIT ISSUANCE, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR (OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING) WHO WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND WHO SHALL PROVIDE A CORNER RECORD (OR RECORD OF SURVEY) TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS' ACT, IF APPLICABLE. THE PERMITTEE IS RESPONSIBLE FOR THE COST OF RESTORING, OR REPLACING ALL SURVEY MONUMENTS THAT ARE DISTURBED, OR DESTROYED BY CONSTRUCTION.

(REFERENCE SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

\*\*\*\*\* **THIS FORM TO BE COMPLETED BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING** \*\*\*\*\*

THE TYPE OF CONSTRUCTION PROPOSED WILL NOT AFFECT ANY SURVEY MONUMENTS.  
 (This box is checked for projects that are proposing no demolition, trenching, excavation, surfacing, etc.)

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
------	---------------	-----------	------	--------

THE TYPE OF CONSTRUCTION MAY AFFECT SURVEY MONUMENTS.  
 (This box is checked for projects that are proposing demolition, trenching, excavation, surfacing, etc.)

I HAVE INSPECTED THE SITE(S) AND: (check all that apply) DATE OF INSPECTION: \_\_\_\_\_

- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK WHICH I DETERMINED MAY BE DISTURBED OR DESTROYED. **(A corner record or record of survey is required.)** The found monument(s) and/or corner accessory(ies) were referenced and pre-construction corner record(s) (or record(s) of survey) showing the references has been filed with the County Surveyor for the project site(s). The filed corner record(s) (or record(s) of survey) is attached hereto. Also attached, (if not documented on the corner record(s) (or record(s) of survey)) is a sketch/diagram showing locations of monuments that were searched for and not found. I have placed "S.N.F." on the sketch/diagram for each monument and/or corner accessory that was not found. Photos may also be included.
- NO MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK. **(No corner record or record of survey is required.)** Attached is a sketch/diagram showing the limits of work and its relationship to the locations of any monument and/or corner accessory searched for and not found. I have placed "S.N.F." on the sketch/diagram for each monument and/or corner accessory not found. Photos may also be included.
- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND OUTSIDE THE LIMITS OF WORK WHICH I DETERMINED WILL REMAIN PROTECTED IN PLACE. **(No corner record or record of survey is required.)** Attached is a sketch/diagram of the work limits and its relationship to the found monuments. Photos may also be included.
- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK WHICH I DETERMINED MAY BE DISTURBED OR DESTROYED, HOWEVER AN EXISTING CORNER RECORD (OR RECORD OF SURVEY) WHICH SHOWS SUFFICIENT REFERENCES HAS ALREADY BEEN FILED AND THERE IS NO DISCREPANCY ON THE FILED CORNER RECORD (OR RECORD OF SURVEY).

SOURCE(S) OF SURVEY DATA CONSULTED: (Final Maps, Parcel Maps, Records of Survey, private field notes, etc.)

FILED CORNER RECORD# \_\_\_\_\_ OR FILED RECORD OF SURVEY# \_\_\_\_\_

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
------	---------------	-----------	------	--------



County of Imperial  
 Department of Public Works  
 155 S 11th Street  
 El Centro, CA 92243  
 (442) 265-1818

## Monument Preservation Report POST-CONSTRUCTION

FORM  
 MPR-02  
 April 2021

County of Imperial Permit Number/Project Name \_\_\_\_\_

PRIOR TO ISSUING A NOTICE OF COMPLETION FOR PERMITTED CONSTRUCTION, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR (OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING) WHO WILL BE RESPONSIBLE FOR MONUMENT RESTORATION AND WHO SHALL PROVIDE A CORNER RECORD (OR RECORD OF SURVEY) TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS' ACT, IF APPLICABLE. THE PERMITTEE IS RESPONSIBLE FOR THE COST OF RESTORING, OR REPLACING ALL SURVEY MONUMENTS THAT ARE DISTURBED, OR DESTROYED BY CONSTRUCTION.

(REFERENCE SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

\*\*\*\*\* **THIS FORM TO BE COMPLETED BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING** \*\*\*\*\*

MONUMENTS AND/OR CORNER ACCESSORY(IES) WERE PROTECTED IN PLACE AND THE PERMITTED CONSTRUCTION DID NOT DISTURB OR DESTROY ANY SURVEY MONUMENTS AND/OR CORNER ACCESSORY(IES).

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
------	---------------	-----------	------	--------

MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE DISTURBED AND/OR DESTROYED DURING THE PERMITTED CONSTRUCTION. A new monument(s) was set in the surface of the new construction or a witness monument(s) was set to perpetuate the original location of the disturbed or destroyed monument(s) and a post-construction corner record or a record of survey was filed in the office of the County Surveyor. (New corner accessory(ies) may also be required.)

FILED CORNER RECORD# \_\_\_\_\_ OR FILED RECORD OF SURVEY# \_\_\_\_\_

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
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- NEGATIVE DECLARATION**  
 **MITIGATED NEGATIVE DECLARATION**

*Initial Study & Environmental Analysis  
For:*

**(County Project Number 6421)  
Lack Road Bridge Replacement Project**



*Prepared By:*

**COUNTY OF IMPERIAL**  
**Planning & Development Services Department**  
801 Main Street  
El Centro, CA 92243  
(442) 265-1736  
[www.icpds.com](http://www.icpds.com)

Environmental Intelligence, LLC  
1590 South Coast Highway, Suite 17  
Laguna Beach, CA 92651

**February 2020**

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- A. BIOLOGICAL ASSESSMENT REPORT, 2019**
- B. CULTURAL RESOURCES SURVEY REPORT, 2019 (UPDATED 2020)**
- C. DRAFT FOUNDATION REPORT, 2019**
- D. ASSEMBLY BILL (AB) 52 CONSULTATION & CAMPO BAND OF MISSION INDIANS COMMENT LETTER**
- E. APCD COMMENT LETTER**

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## **ACRONYMS AND ABBREVIATIONS**

AASHTO	American Association of State Highway and Transportation Officials
AB	Assembly Bill
API	Area of Potential Impacts
AQMP	Air Quality Management Plan
BMP	Best Management Practice
BSA	Biological Study Area
BUOW	Burrowing Owl
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAL FIRE	California Department of Forestry and Fire Protection
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFC	Chlorofluorocarbons
CFGC	California Fish and Game Code
CGP	Construction General Permit
CH <sub>4</sub>	Methane
CHRIS	California Historical Resources Information System
CNDDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CO	Carbon Monoxide
CO <sub>2</sub>	Carbon Dioxide
CRRWQCB	Colorado River Regional Water Quality Control Board
dB	Decibel
dBA	A-Weighted Decibel
DPR	California Department of Parks and Recreation
DTSC	Department of Toxic Substances Control
EI	Environmental Intelligence, LLC
EIR	Environmental Impact Report
ESA	Environmentally Sensitive Area
FEMA	Federal Emergency Management Agency
FTA	Federal Transit Administration
GHG	Greenhouse Gas
GPS	Global Positioning System
HCP	Habitat Conservation Plan
HFC	Hydrofluorocarbon
ICAPCD	Imperial County Air Pollution Control District
ICFD	Imperial County Fire Department
ICPDS	Imperial County Planning & Development Services Department

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ICSO	Imperial County Sheriff's Office
IID	Imperial Irrigation District
IS	Initial Study
Leq	Equivalent Noise Level
LRA	Local Responsibility Area
MM	Mitigation Measure
MND	Mitigated Negative Declaration
MPH	Miles per Hour
MSL	Mean Sea Level
N2O	Nitrous Oxide
NO2	Nitrogen Dioxide
NAAQS	National Ambient Air Quality Standards
NCCP	Natural Community Conservation Plan
ND	Negative Declaration
NF3	Nitrogen Trifluoride
NHD	National Hydrography Dataset
NPDES	National Pollutant Discharge Elimination System
NRHP	National Registrar of Historic Places
NWI	National Wetlands Inventory
O3	Ozone
OEHHA	Office of Environmental Health Hazard Assessment
OPR	California Governor's Office of Planning and Research
PFC	Perfluorocarbon
PM	Particulate Matter
PPV	Peak Particle Velocity
QI	Quaternary Lake Sediments
RACT SIP	Reasonable Available Control Technology State Implementation Plan
SCAG	Southern California Association of Governments
SCIC	South Coastal Information Center
SF6	Sulfur Hexafluoride
SIP	State Implementation Plan
SO2	Sulfur Dioxide
SR	State Route
SSAB	Salton Sea Air Basin
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminant
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	U.S. Geological Survey
VHFHSZ	Very High Fire Hazard Severity Zones

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VMT  
VOC

Vehicle Miles Traveled  
Volatile Organic Compounds



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## SECTION 1 INTRODUCTION

### A. PURPOSE

This document is a  policy-level,  project level Initial Study for evaluation of potential environmental impacts resulting with the proposed Lack Road Bridge Replacement Project (Refer to Exhibit 1, *Regional Vicinity*, & 2, *Project Location*).

### B. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REQUIREMENTS AND THE IMPERIAL COUNTY'S GUIDELINES FOR IMPLEMENTING CEQA

As defined by Section 15063 of the State California Environmental Quality Act (CEQA) Guidelines and Section 7 of the County's "CEQA Regulations Guidelines for the Implementation of CEQA, as amended", an **Initial Study** is prepared primarily to provide the Lead Agency with information to use as the basis for determining whether an Environmental Impact Report (EIR), Negative Declaration, or Mitigated Negative Declaration would be appropriate for providing the necessary environmental documentation and clearance for any proposed project.

According to Section 15065, an **EIR** is deemed appropriate for a particular proposal if the following conditions occur:

- The proposal has the potential to substantially degrade quality of the environment.
- The proposal has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- The proposal has possible environmental effects that are individually limited but cumulatively considerable.
- The proposal could cause direct or indirect adverse effects on human beings.

According to Section 15070(a), a **Negative Declaration** is deemed appropriate if the proposal would not result in any significant effect on the environment.

According to Section 15070(b), a **Mitigated Negative Declaration** is deemed appropriate if it is determined that though a proposal could result in a significant effect, mitigation measures are available to reduce these significant effects to insignificant levels.

This Initial Study has determined that the proposed applications will not result in any potentially significant environmental impacts and therefore, a Negative Declaration is deemed as the appropriate document to provide necessary environmental evaluations and clearance as identified hereinafter.

This Initial Study and Negative Declaration are prepared in conformance with the California Environmental Quality Act of 1970, as amended (Public Resources Code, Section 21000 et. seq.); Section 15070 of the State & County of Imperial's Guidelines for Implementation of the California Environmental Quality Act of 1970, as amended (California Code of Regulations, Title 14, Chapter 3, Section 15000, et. seq.); applicable requirements of the County of Imperial; and the regulations, requirements, and procedures of any other responsible public agency or an agency with jurisdiction by law.

Pursuant to the County of Imperial Guidelines for Implementing CEQA, depending on the project scope, the County of Imperial Board of Supervisors, Planning Commission and/or Planning Director is designated the Lead Agency, in accordance with Section 15050 of the CEQA Guidelines. The Lead Agency is the public agency which has the

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principal responsibility for approving the necessary environmental clearances and analyses for any project in the County.

### **C. INTENDED USES OF INITIAL STUDY AND NEGATIVE DECLARATION**

This Initial Study and Negative Declaration are informational documents which are intended to inform County of Imperial decision makers, other responsible or interested agencies, and the general public of potential environmental effects of the proposed applications. The environmental review process has been established to enable public agencies to evaluate environmental consequences and to examine and implement methods of eliminating or reducing any potentially adverse impacts. While CEQA requires that consideration be given to avoiding environmental damage, the Lead Agency and other responsible public agencies must balance adverse environmental effects against other public objectives, including economic and social goals.

The Initial Study and Negative Declaration, prepared for the project will be circulated for a period of 20 days (*30-days if submitted to the State Clearinghouse for a project of area-wide significance*) for public and agency review and comments. At the conclusion, if comments are received, the County Planning & Development Services Department will prepare a document entitled "Responses to Comments" which will be forwarded to any commenting entity and be made part of the record within 10-days of any project consideration.

### **D. CONTENTS OF INITIAL STUDY & NEGATIVE DECLARATION**

This Initial Study is organized to facilitate a basic understanding of the existing setting and environmental implications of the proposed applications.

#### **SECTION 1**

**I. INTRODUCTION** presents an introduction to the entire report. This section discusses the environmental process, scope of environmental review, and incorporation by reference documents.

#### **SECTION 2**

**II. ENVIRONMENTAL CHECKLIST FORM** contains the County's Environmental Checklist Form. The checklist form presents results of the environmental evaluation for the proposed applications and those issue areas that would have either a significant impact, potentially significant impact, or no impact.

**PROJECT SUMMARY, LOCATION AND ENVIRONMENTAL SETTINGS** describes the proposed project entitlements and required applications. A description of discretionary approvals and permits required for project implementation is also included. It also identifies the location of the project and a general description of the surrounding environmental settings.

**ENVIRONMENTAL ANALYSIS** evaluates each response provided in the environmental checklist form. Each response checked in the checklist form is discussed and supported with sufficient data and analysis as necessary. As appropriate, each response discussion describes and identifies specific impacts anticipated with project implementation.

#### **SECTION 3**

**III. MANDATORY FINDINGS** presents Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

**IV. PERSONS AND ORGANIZATIONS CONSULTED** identifies those persons consulted and involved in preparation of this Initial Study and Negative Declaration.

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**V. REFERENCES** lists bibliographical materials used in preparation of this document.

**VI. NEGATIVE DECLARATION – COUNTY OF IMPERIAL**

**VII. FINDINGS**

**SECTION 4**

**VIII. RESPONSE TO COMMENTS (IF ANY)**

**IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP) (IF ANY)**

**E. SCOPE OF ENVIRONMENTAL ANALYSIS**

For evaluation of environmental impacts, each question from the Environmental Checklist Form is summarized and responses are provided according to the analysis undertaken as part of the Initial Study. Impacts and effects will be evaluated and quantified, when appropriate. To each question, there are four possible responses, including:

1. **No Impact:** A "No Impact" response is adequately supported if the impact simply does not apply to the proposed applications.
2. **Less Than Significant Impact:** The proposed applications will have the potential to impact the environment. These impacts, however, will be less than significant; no additional analysis is required.
3. **Less Than Significant With Mitigation Incorporated:** This applies where incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact".
4. **Potentially Significant Impact:** The proposed applications could have impacts that are considered significant. Additional analyses and possibly an EIR could be required to identify mitigation measures that could reduce these impacts to less than significant levels.

**F. POLICY-LEVEL or PROJECT LEVEL ENVIRONMENTAL ANALYSIS**

This Initial Study and Negative Declaration will be conducted under a  policy-level,  project level analysis. Regarding mitigation measures, it is not the intent of this document to "overlap" or restate conditions of approval that are commonly established for future known projects or the proposed applications. Additionally, those other standard requirements and regulations that any development must comply with, that are outside the County's jurisdiction, are also not considered mitigation measures and therefore, will not be identified in this document.

**G. TIERED DOCUMENTS AND INCORPORATION BY REFERENCE**

Information, findings, and conclusions contained in this document are based on incorporation by reference of tiered documentation, which are discussed in the following section.

**1. Tiered Documents**

As permitted in Section 15152(a) of the CEQA Guidelines, information and discussions from other documents can be included into this document. Tiering is defined as follows:

"Tiering refers to using the analysis of general matters contained in a broader EIR (such as the one prepared for a general plan or policy statement) with later EIRs and negative declarations on narrower projects;

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incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project.”

Tiering also allows this document to comply with Section 15152(b) of the CEQA Guidelines, which discourages redundant analyses, as follows:

“Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects including the general plans, zoning changes, and development projects. This approach can eliminate repetitive discussion of the same issues and focus the later EIR or negative declaration on the actual issues ripe for decision at each level of environmental review. Tiering is appropriate when the sequence of analysis is from an EIR prepared for a general plan, policy or program to an EIR or negative declaration for another plan, policy, or program of lesser scope, or to a site-specific EIR or negative declaration.”

Further, Section 15152(d) of the CEQA Guidelines states:

“Where an EIR has been prepared and certified for a program, plan, policy, or ordinance consistent with the requirements of this section, any lead agency for a later project pursuant to or consistent with the program, plan, policy, or ordinance should limit the EIR or negative declaration on the later project to effects which:

- (1) Were not examined as significant effects on the environment in the prior EIR; or
- (2) Are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means.”

## **2. Incorporation By Reference**

Incorporation by reference is a procedure for reducing the size of EIRs/MND and is most appropriate for including long, descriptive, or technical materials that provide general background information, but do not contribute directly to the specific analysis of the project itself. This procedure is particularly useful when an EIR or Negative Declaration relies on a broadly-drafted EIR for its evaluation of cumulative impacts of related projects (*Las Virgenes Homeowners Federation v. County of Los Angeles* [1986, 177 Ca.3d 300]). If an EIR or Negative Declaration relies on information from a supporting study that is available to the public, the EIR or Negative Declaration cannot be deemed unsupported by evidence or analysis (*San Francisco Ecology Center v. City and County of San Francisco* [1975, 48 Ca.3d 584, 595]). This document incorporates by reference appropriate information from the “Final Environmental Impact Report and Environmental Assessment for the “County of Imperial General Plan EIR” prepared by Brian F. Mooney Associates in 1993 and updates.

When an EIR or Negative Declaration incorporates a document by reference, the incorporation must comply with Section 15150 of the CEQA Guidelines as follows:

- The incorporated document must be available to the public or be a matter of public record (CEQA Guidelines Section 15150[a]). The General Plan EIR and updates are available, along with this document, at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.
- This document must be available for inspection by the public at an office of the lead agency (CEQA Guidelines Section 15150[b]). These documents are available at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.
- These documents must summarize the portion of the document being incorporated by reference or briefly describe information that cannot be summarized. Furthermore, these documents must describe the

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relationship between the incorporated information and the analysis in the tiered documents (CEQA Guidelines Section 15150[c]). As discussed above, the tiered EIRs address the entire project site and provide background and inventory information and data which apply to the project site. Incorporated information and/or data will be cited in the appropriate sections.

- These documents must include the State identification number of the incorporated documents (CEQA Guidelines Section 15150[d]). The State Clearinghouse Number for the County of Imperial General Plan EIR is SCH #93011023.
- The material to be incorporated in this document will include general background information (CEQA Guidelines Section 15150[f]). This has been previously discussed in this document.

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## SECTION 2

### II. *Environmental Checklist*

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1. **Project Title:** Imperial County Public Works Department Lack Road Bridge Replacement Project
2. **Lead Agency:** Imperial County Planning & Development Services Department (ICPDS)
3. **Contact person and phone number:** Mariela Moran, Planner II, (442)265-1736, ext. 1747
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **E-mail:** marielamoran@co.imperial.ca.us
6. **Project location:** The proposed application, referred to herein as "the Proposed Project", is located approximately 5.8 miles northwest of the City of Westmorland where Lack Road crosses the New River at bridge No. 58C0101 in Imperial County, California (Exhibit 1, *Regional Vicinity*). The existing bridge is a seven (7) span, simply supported untreated DF stringers bridge with laminated timber decking and AC cover, supported by treated timber pile bents and pile bent abutments with timber seating walls that runs north and south over the New River. The existing bridge is approximately 106 feet in length and 27 feet wide. The approximate limits of the Proposed Project area would extend along Lack Road from approximately 300 feet south to 350 feet north of the New River. Lack Road is a north/south road that supports direct access from State Route (SR-) 86 to Imperial County Route S-30. The Proposed Project is located 0.3 mile south of Vail Road and 0.2 mile north of Foulds Road (Exhibit 2, *Project Location*).
7. **Project sponsor's name and address:** Imperial County Public Works Department, 155 S. 11<sup>th</sup> Street, El Centro, CA 92243
8. **General Plan designation:** The area surrounding the Proposed Project site is characterized as agricultural land uses. Lack Road is a farm to market road with two (2) traffic lanes, one (1) traveling in each direction. The Proposed Project is surrounded by land zoned as Heavy Agriculture (A-3) with a general plan designation of Agriculture (County of Imperial, 2019a, 2019b; Exhibits 3 and 4, *General Plan and Land Use Designation Map and Zoning Map*). The Proposed Project would construct a new improved bridge structure in place of the existing bridge where it crosses the New River. The Proposed Project is consistent with both the Imperial County General Plan's land use designation of the Proposed Project site and the County's Land Use Ordinance.
9. **Zoning:** See General Plan designation, above.
10. **Description of project:** Due to severe deterioration of some of the pile supports, the existing bridge has been closed to traffic (inactive) for over one (1) year. The County Public Works Department (Applicant) proposes to replace the existing seven (7) span timber bridge with a new precast concrete bridge designed to current American Association of State Highway and Transportation Officials (AASHTO) standards with California amendments (Exhibits 5 and 6, *Site Plan and Typical Section*). The proposed new bridge design would consist of a single-span bridge with four (4) precast/prestressed bulb-tee girders supported on two (2) abutments. The new bridge dimensions would be 35 feet and 6 inches wide by 125 feet long, with a structure depth of 7 feet and 0.875 inches. The selection of a precast bridge structure would eliminate the need for construction to take place within the New River.  
  
The proposed roadway would remain a single travel lane in each direction, and geometry for the Proposed Project would be based on applicable County and AASHTO standards. The new bridge would be reconstructed in the same alignment with two (2) 12-foot-wide lanes designed for a 55 mile per hour (mph) vehicular speed. Shoulder widths would be 4 feet on the bridge, and would transition to the existing width at the roadway conform points. The new bridge would be designed to withstand a 100-year flood event.  
  
The existing bridge would be removed without having to enter the New River as all construction activities were designed to take place from the river banks. It is estimated that the Proposed Project would be constructed over a nine (9)-month period beginning in March 2020 and concluding in November 2020.
11. **Surrounding land uses and setting:** Briefly describe the project's surroundings: The topography of the Proposed Project area is relatively flat with a gentle gradient downward to the northwest (Exhibit 7, *USGS Topographic Map*).

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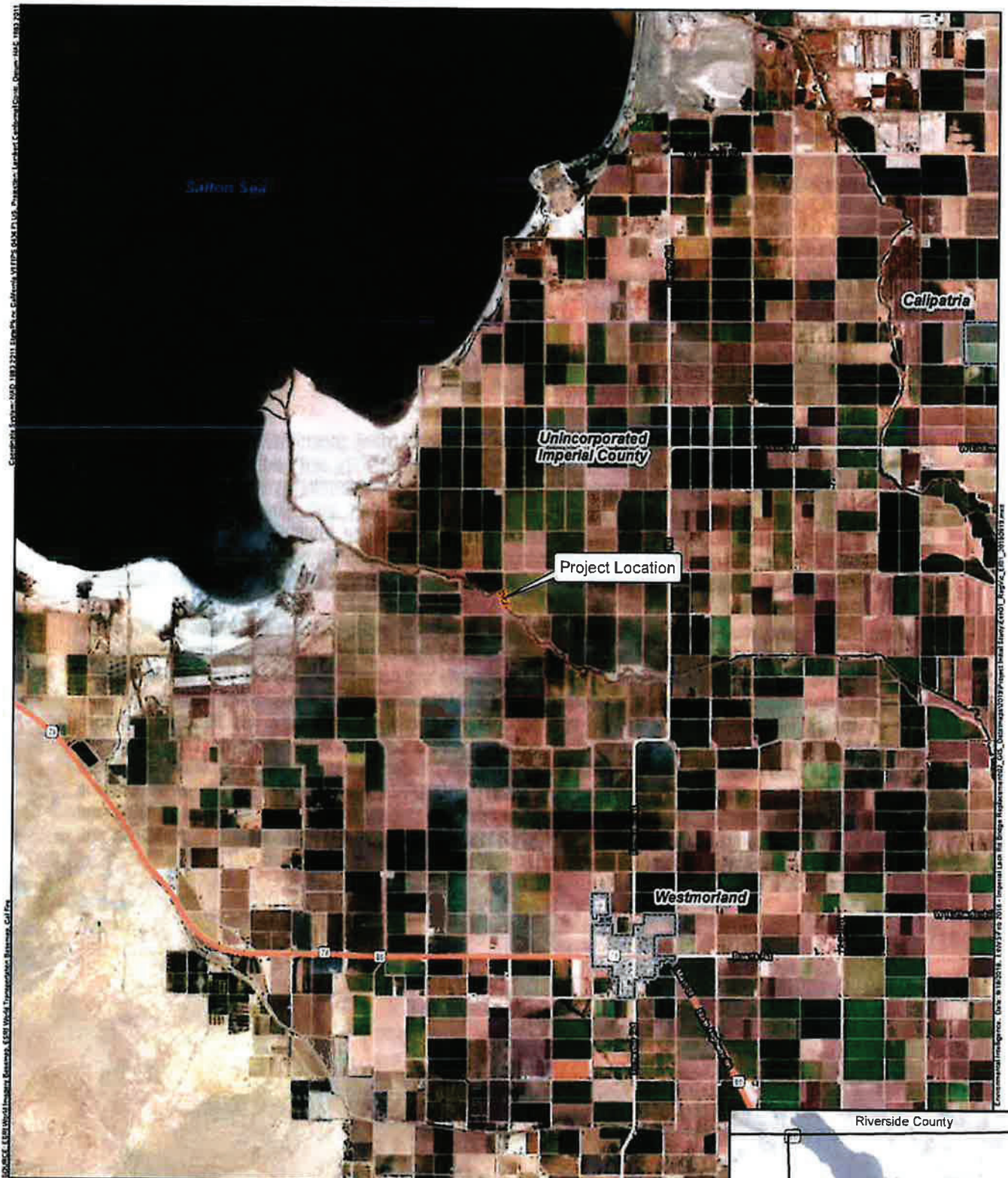
The elevation at the Proposed Project site is approximately 215 feet below Mean Sea Level (MSL). The New River flows beneath the existing bridge and the natural river's banks support limited wetland and riparian vegetation, which is primarily comprised of salt cedar (*Tamarix spp.*) and iodine bush (*Allenrolfea occidentalis*). Agricultural land surrounds the Proposed Project site with an Imperial Irrigation District (IID) culvert to the east that empties into the New River. Vail Road is located approximately 0.3 mile north of the Proposed Project site, while Foulds Road is located approximately 0.2 mile south of the Proposed Project site. The nearest sensitive receptors (residences) are approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project.

12. **Other public agencies whose approval is required** (e.g., permits, financing approval, or participation agreement.): Planning Commission




**13. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?**

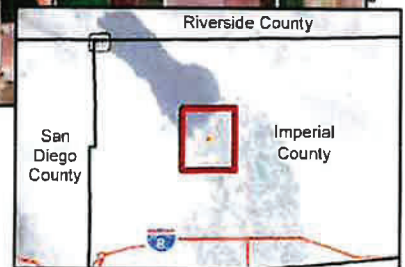
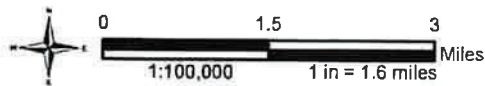
**Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code, Section 21080.3.2). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code, Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code, Section 21082.3 (c) contains provisions specific to confidentiality.**

The lead CEQA agency must begin the Assembly Bill (AB) 52 consultation process prior to the release of a ND, MND, or EIR. The AB 52 consultation process shall begin with the Lead Agency (ICPDS) providing written notification to California Native American Tribes who identify as being traditionally and culturally affiliated with the Proposed Project area. The written notification includes a brief description of the Proposed Project, including the location, the Lead Agency's contact information, and notification that the California Native American Tribe has 30 days to request consultation, per AB 52. Upon receipt of a written response from a California Native American Tribe requesting consultation, the Lead Agency and the California Native American Tribe(s) requesting consultation shall begin AB 52 consultation. AB 52 consultation notification letter was sent by the ICPDS on December 10, 2019. Response comment letters were received from the Quechan Indian Tribe (via email) on December 13, 2019, December 23, 2019 and February 2, 2020. The comments provided by the Quechan Indian Tribe have been acknowledged by the ICPDS and the Cultural Resources Survey Report (see Appendix D).



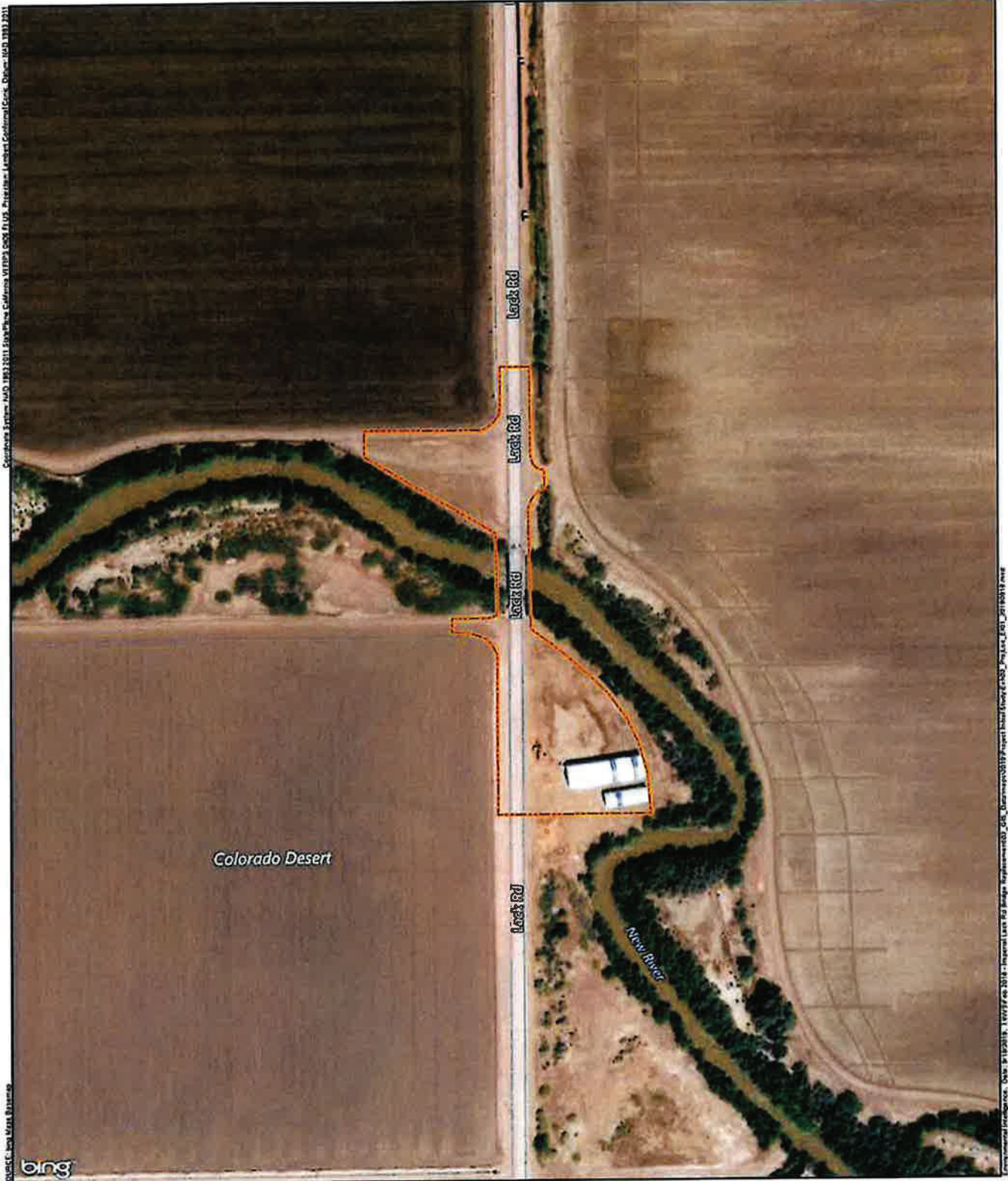
SOURCE: ESI Development Services, ESI World Transportation Database, Calif. Inc. Copyright 2014. ESI is a registered trademark of ESI Development Services, Inc. All rights reserved.

-  Proposed Project Site
-  City Boundary
-  County Boundary

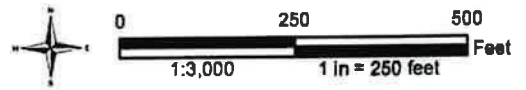


**EXHIBIT 1: REGIONAL VICINITY**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**



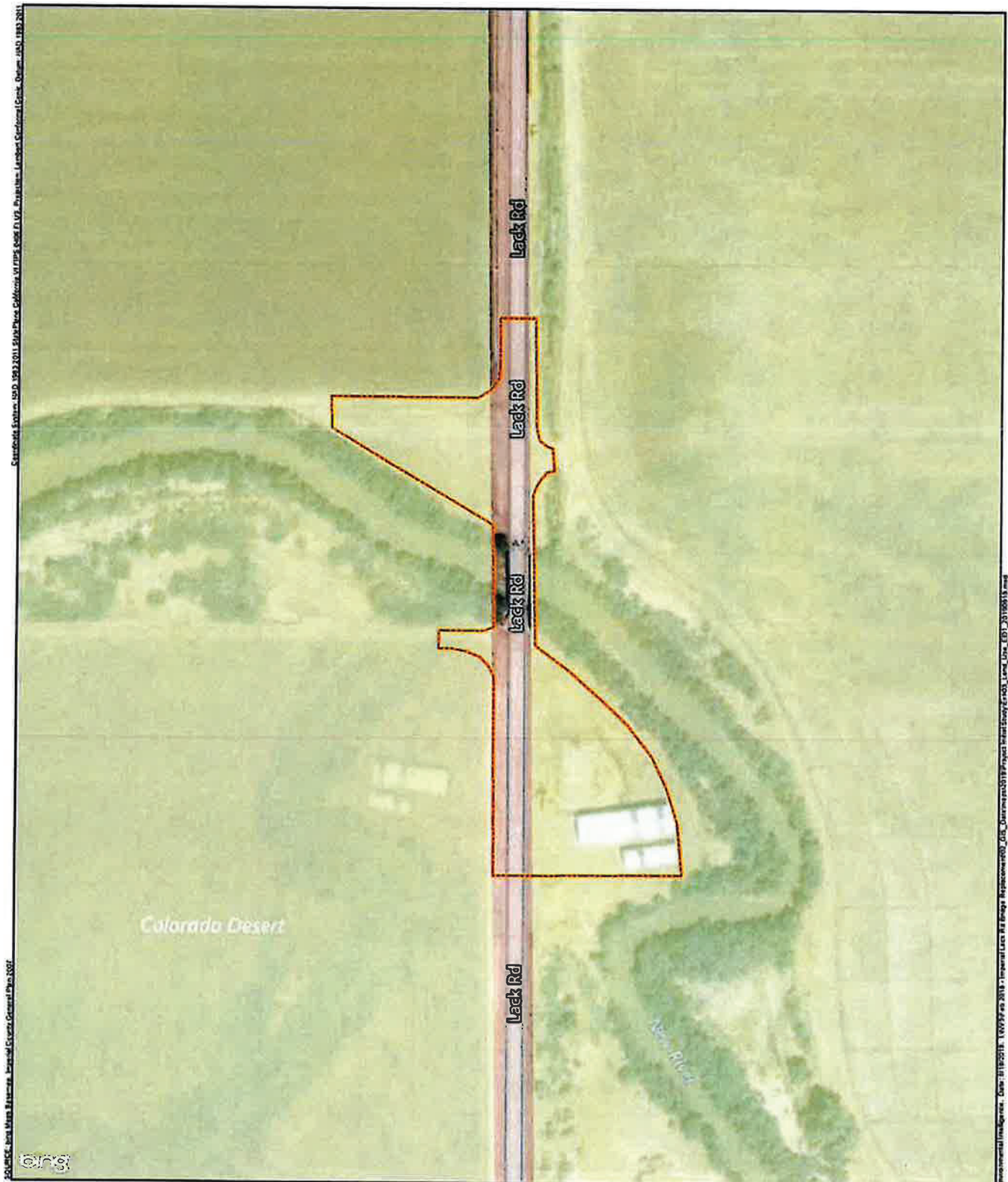



 Proposed Project Site

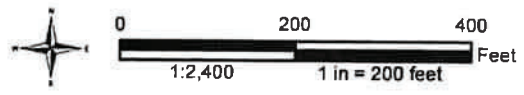


**EXHIBIT 2: PROJECT LOCATION**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**

**EEC ORIGINAL PKG**

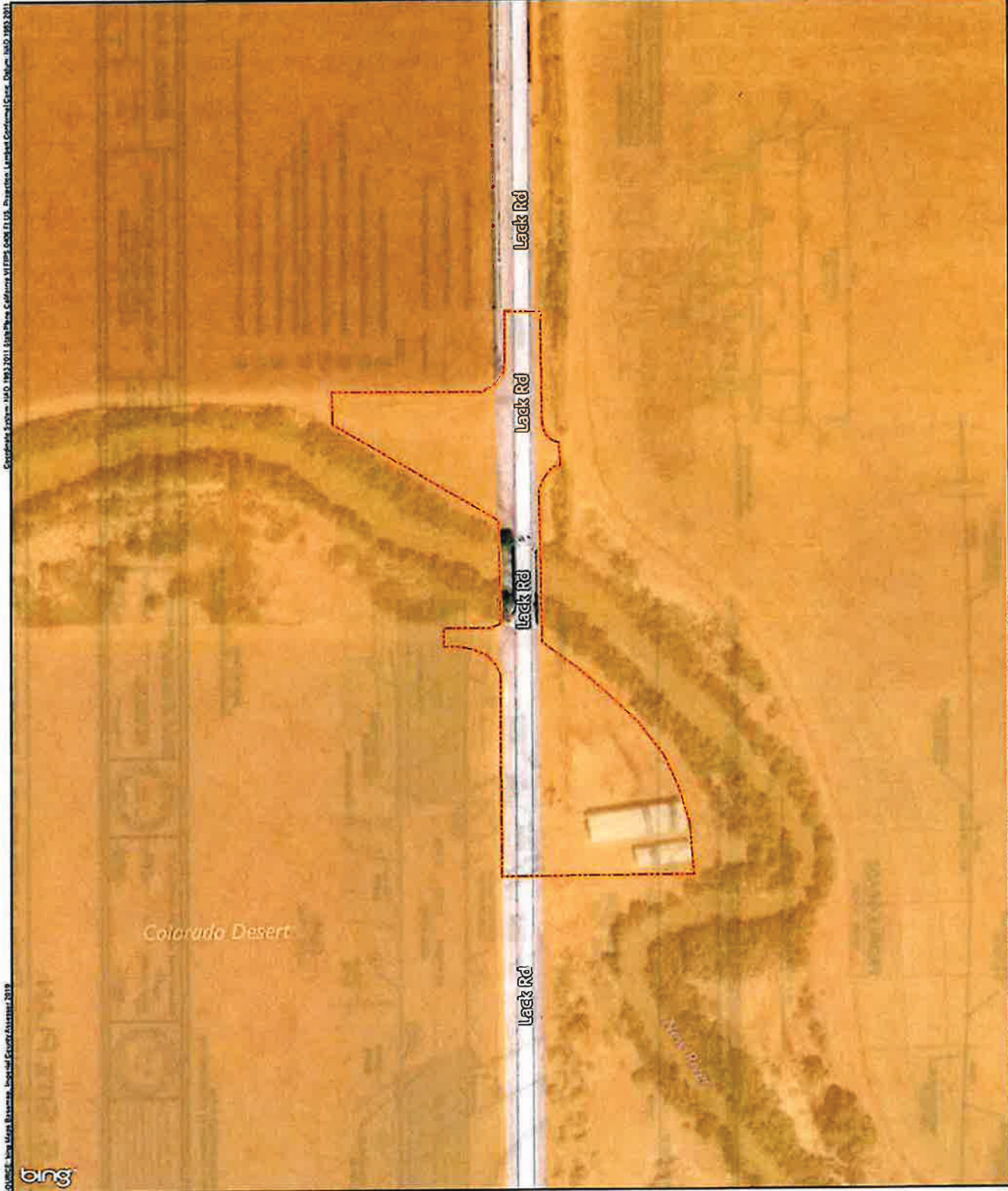


 Proposed Project Site  
**Land Use**  
 Agriculture



**EXHIBIT 3: GENERAL PLAN AND LAND USE DESIGNATION MAP**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**

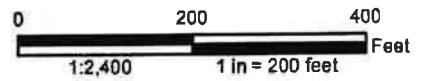
**EEC ORIGINAL PKG**



 Proposed Project Site

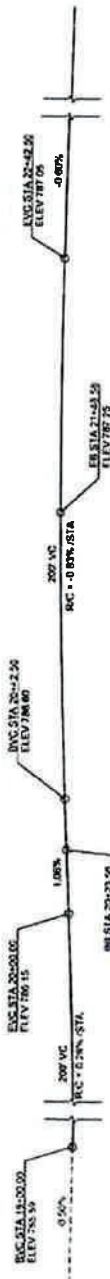
**Zoning**

 Heavy Agriculture

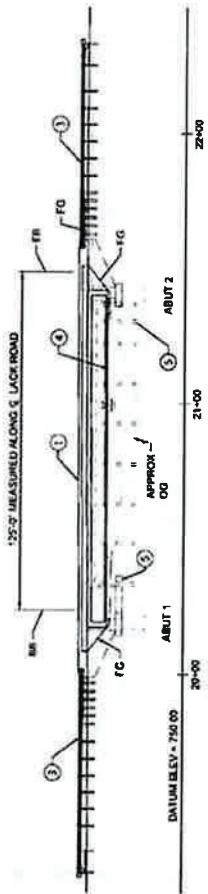


**EXHIBIT 4: ZONING MAP**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**

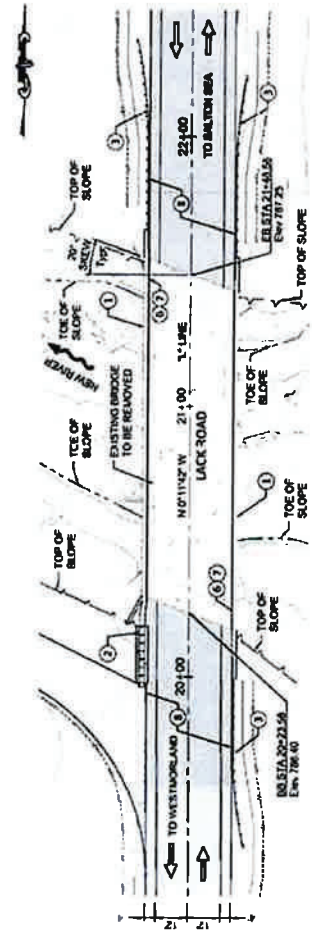
EEC ORIGINAL PKG



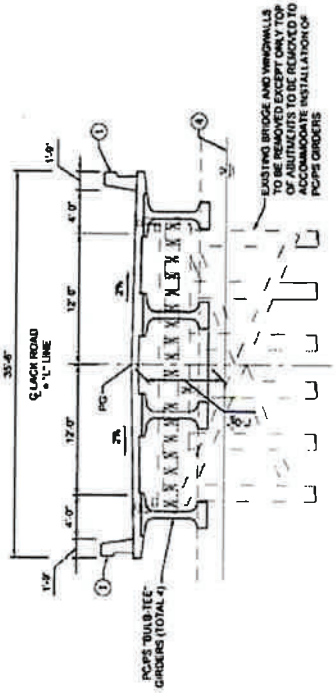
**PROFILE GRADE**  
SCALE: 1"=20'



**ELEVATION**  
SCALE: 1"=20'



**PLAN**  
SCALE: 1"=20'



**TYPICAL SECTION**  
SCALE: 1"=5'

- LEGEND:**
- ← INDICATES DIRECTION OF TRAFFIC
  - INDICATES EXISTING BRIDGE
  - INDICATES PROPOSED BRIDGE
  - INDICATES DIRECTION OF FLOW
- NOTES:**
- 1 CONCRETE BARRIER (TYPE 88)
  - 2 CRASH CUSHION SEE ROADWAY PLANS
  - 3 MIDWEST GUARDRAIL SYSTEM SEE ROADWAY PLANS
  - 4 GROUND WATER SURFACE ELEVATION = 778.40
  - 5 EXISTING BRIDGE ABUTMENT REMAINS IN PLACE, CUT TOP PORTION TO AVOID NEW BRIDGE GIRDERS
  - 6 PAINT BRIDGE NAME "LACK ROAD BRIDGE"
  - 7 PAINT BRIDGE NUMBER "54C-0101"
  - 8 AC PAVEMENT OVER AGGREGATE BASE. SEE "PLAN AND PROFILE" SHEET

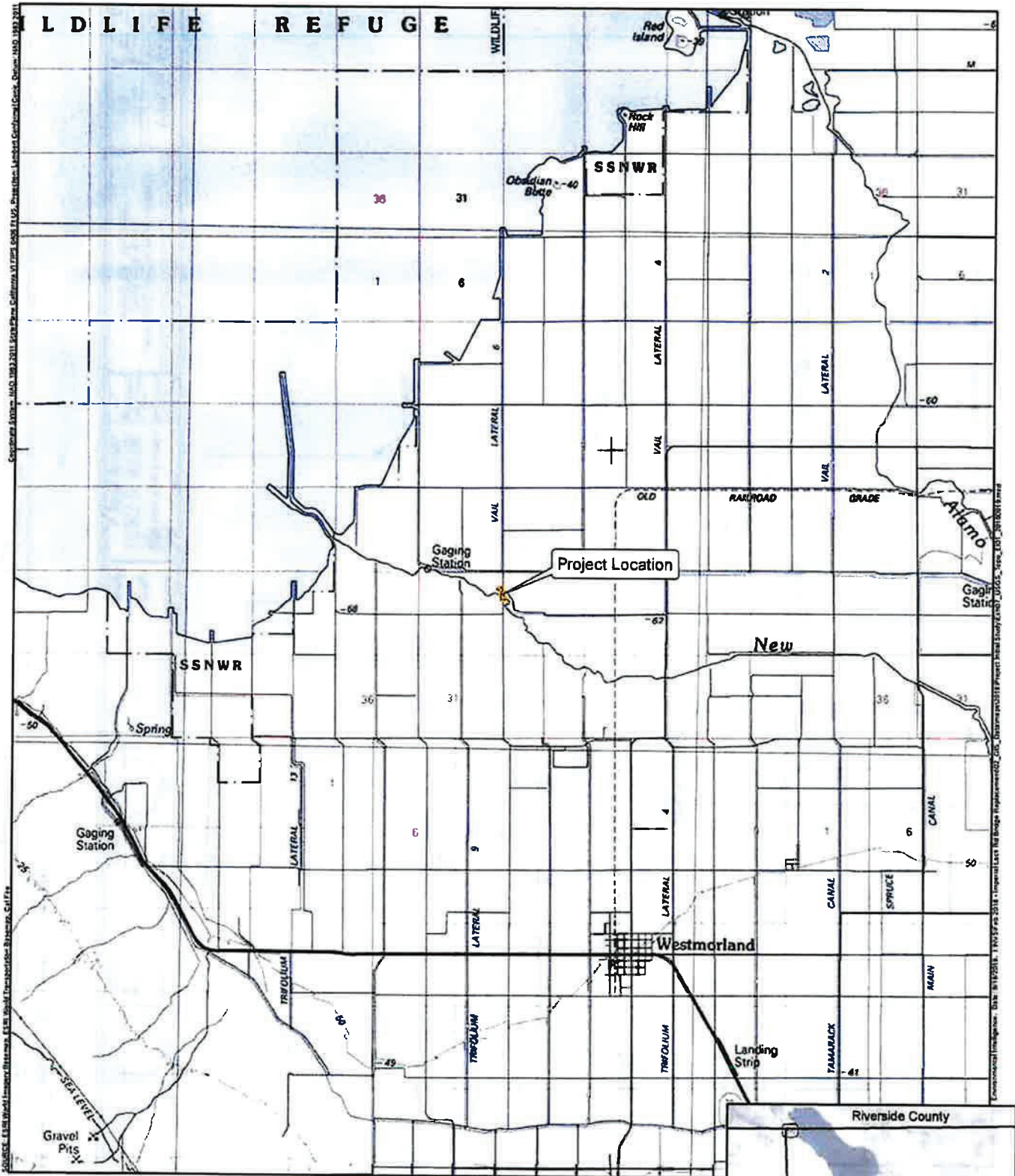
**NOTES:**  
ANY UTILITIES LOCATED BY THE CONTRACTOR NOT SHOWN ON THESE PLANS SHALL BE PROTECTED IN PLACE OR REPLACED IN KIND IF DAMAGED BY THE CONTRACTOR

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT EL CENTRO, CALIFORNIA	COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT ENGINEER DATE: 11/29/07	COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: DATE: 11/29/07	COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: DATE: 11/29/07	COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: DATE: 11/29/07	COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT APPROVED FOR CONSTRUCTION BY: DATE: 11/29/07
<b>GENERAL PLAN</b> REFERENCE: S 01 SHEET NO. 5 OF 18			<b>LACK ROAD BRIDGE REPLACEMENT OVER NEW RIVER</b> BRIDGE NO. 54C-000X		

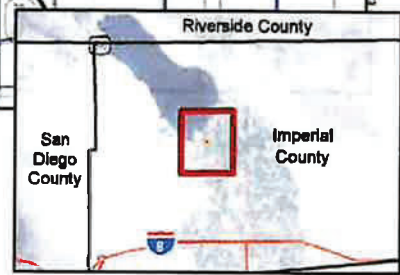
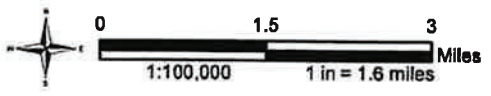
**EXHIBIT 5. SITE PLAN**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**







Proposed Project Site



**EXHIBIT 7: USGS TOPOGRAPHIC MAP**  
**LACK ROAD BRIDGE REPLACEMENT | IMPERIAL COUNTY, CA**

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources      | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology /Soils            | <input type="checkbox"/> Greenhouse Gas Emissions           | <input type="checkbox"/> Hazards & Hazardous Materials      |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning                | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                     | <input type="checkbox"/> Population / Housing               | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                | <input type="checkbox"/> Transportation                     | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire                           | <input type="checkbox"/> Mandatory Findings of Significance |

**ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION**

After Review of the Initial Study, the Environmental Evaluation Committee has:

Found that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

Found 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 have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.


Found that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

Found that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Found that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE DE MINIMIS IMPACT FINDING:  Yes  No

<u>EEC VOTES</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
PUBLIC WORKS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL HEALTH SVCS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OFFICE EMERGENCY SERVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APCD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AG	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF DEPARTMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ICPDS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
 Jim Minnick, Director of Planning/EEC Chairman

3/2/20  
 Date:

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## **PROJECT SUMMARY**

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### **A. Project Location:**

The Proposed Project is located approximately 5.8 miles northwest of the City of Westmorland where Lack Road crosses the New River at bridge No. 58C0101 in Imperial County, California (Exhibit 1, *Regional Vicinity*). The existing bridge is a seven (7) span, simply supported untreated DF stringers bridge with laminated timber decking and AC cover, supported by treated timber pile bents and pile bent abutments with timber seating walls that runs north and south over the New River. The existing bridge is approximately 106 feet in length and 27 feet wide. The approximate limits of the Proposed Project area would extend along Lack Road from approximately 300 feet south to 350 feet north of the New River. Lack Road is a north/south road that supports direct access from State Route (SR-) 86 to Imperial County Route S-30. The Proposed Project is located 0.3 mile south of Vail Road and 0.2 mile north of Foulds Road (Exhibit 2, *Project Location*).

### **B. Project Summary:**

Due to severe deterioration of some of the pile supports, the existing bridge has been closed to traffic (inactive) for over one (1) year. The County Public Works Department (Applicant) proposes to replace the existing seven (7) span timber bridge with a new precast concrete bridge designed to current American Association of State Highway and Transportation Officials (AASHTO) standards with California amendments (Exhibits 5 and 6, *Site Plan and Typical Section*). The proposed new bridge design would consist of a single-span bridge with four (4) precast/prestressed bulb-tee girders supported on two (2) abutments. The new bridge dimensions would be 35 feet and 6 inches wide by 125 feet long, with a structure depth of 7 feet and 0.875 inches. The selection of a precast bridge structure would eliminate the need for construction to take place within the New River.

The proposed roadway would remain a single travel lane in each direction, and geometry for the Proposed Project would be based on applicable County and AASHTO standards. The new bridge would be reconstructed in the same alignment with two (2) 12-foot-wide lanes designed for a 55 mile per hour (mph) vehicular speed. Shoulder widths would be 4 feet on the bridge, and would transition to the existing width at the roadway conform points. The new bridge would be designed to withstand a 100-year flood event.

The existing bridge would be removed without having to enter the New River as all construction activities were designed to take place from the river banks. It is estimated that the Proposed Project would be constructed over a nine (9)-month period beginning in March 2020 and concluding in November 2020.

### **C. Environmental Setting:**

The topography of the Proposed Project area is relatively flat with a gentle gradient downward to the northwest (Exhibit 7, *USGS Topographic Map*). The elevation at the Proposed Project site is approximately 215 feet below Mean Sea Level (MSL). The New River flows beneath the existing bridge and the natural river's banks support limited wetland and riparian vegetation, which is primarily comprised of salt cedar (*Tamarix spp.*) and iodine bush (*Allenrolfea occidentalis*). Agricultural land surrounds the Proposed Project site with an Imperial Irrigation District (IID) culvert to the east that empties into the New River. Vail Road is located approximately 0.3 mile north of the Proposed Project site, while Foulds Road is located approximately 0.2 mile south of the Proposed Project site. The nearest sensitive receptors (residences) are approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project.

### **D. Analysis:**

The area surrounding the Proposed Project site is characterized as agricultural land uses. Lack Road is a farm to market road with two (2) traffic lanes, one (1) traveling in each direction. The Proposed Project is surrounded by land zoned as Heavy Agriculture (A-3) with a general plan designation of Agriculture (County of Imperial, 2019a, 2019b; Exhibits 3 and 4, *General Plan and Land Use Designation Map and Zoning Map*). The Proposed Project would construct a new improved bridge structure in place of the existing bridge where it crosses the New River. The Proposed Project is consistent with both the Imperial County General Plan's land use designation of the Proposed Project site and the County's Land Use Ordinance. Therefore, the adoption of the CEQA Initial Study for the Proposed Project would be consistent with applicable County and State ordinances and regulations.



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**E. General Plan Consistency:**

In addition to the analysis stated above, the project is found to be consistent, with the adoption of CEQA Initial Study for the proposed Lack Road Bridge Replacement Project.

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## EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) 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. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

**I. AESTHETICS**

The Proposed Project consists of the replacement of the existing seven (7-) span timber bridge with a new precast concrete bridge within the same alignment as the existing bridge. The topography on the site is flat and primarily surrounded by disturbed agricultural land. The Proposed Project site is surrounded by land designated as Agriculture and zoned as A-3. The County's Zoning Code (Title 9, Chapter 9: A-3 [Heavy Agriculture]) provides the following description for the Heavy Agriculture land use district, and is provided below:

The purpose of the A-3 (Heavy Agriculture) [40 acres or larger typical] Zone is to designate areas that are suitable for agricultural land uses; to prevent the encroachment of incompatible uses onto and within agricultural lands; and to prohibit the premature conversion of such lands to non-agricultural uses. It is a land use that is to promote the heaviest of agricultural uses in the most suitable land areas of the County. Uses in the A-3 zoning designation are limited primarily to agricultural related uses and agricultural activities that are compatible with agricultural uses.

The predominant land use in the vicinity of the Proposed Project is agricultural.

Four (4) highways within the County have the potential to be designated as a State Scenic Highway. The nearest eligible State Scenic Highway is SR-78 located approximately 4.3 miles south of the Proposed Project site (California Department of Transportation [Caltrans], 2018; County General Plan Circulation and Scenic Highways Element, 2008).

One of the goals of the County's General Plan is to protect and enhance the aesthetic character of the region. The County's natural scenic resources include deserts, sand dunes, mountains, and the Salton Sea. The nearest natural scenic resource is the Salton Sea, located approximately 2.2 miles northwest of the Proposed Project site.

Except as provided in Public Resources Code Section 21099, would the project:

- a) Have a substantial adverse effect on a scenic vista or scenic highway?    

a) The Proposed Project would not interfere with or contain components that would adversely impact a scenic vista, area, or scenic corridor. The Proposed Project would be located on a site which does not contain any unique scenic qualities or characteristics. The Proposed Project would not adversely affect any scenic vista, spaces, corridors, or areas because the Proposed Project is consistent with the surrounding land uses and would not be visible from scenic vistas or major scenic corridors such as SR-78 (County General Plan Conservation and Open Space Element, 2016). Given the new bridge's depth of 7 feet and 0.875 inches, views of important visual resources such as views of the Salton Sea to the northwest will remain unaffected by the Proposed Project. Therefore, the Proposed Project would not be expected to have a substantial adverse effect on a scenic vista and there would be no impacts.
- b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?    

b) The Proposed Project is not located along a State Scenic Highway and there are no scenic trees, rock outcroppings, or historic buildings located at the Proposed Project site or in the surrounding area that would be damaged or impacted as a result of the Proposed Project. Therefore, no impact would occur as a result of the Proposed Project.
- c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surrounding? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?    

c) The Proposed Project site is relatively flat and the proposed bridge replacement would occur within the existing roadway. The new bridge and construction related activities would be visible from public roadways and the surrounding agricultural lands. While the Proposed Project would minimally change the visual character in a non-urbanized area, the Proposed Project would replace an existing bridge that is so severely deteriorated that it resulted in inactivity (bridge closure) for over a year. Therefore, viewer sensitivity to the visual changes resulting from the new bridge would be minimal and instead contribute to a visual improvement of public views along the public roadways once the new bridge has been completed. As such, the Proposed Project would not significantly alter the existing viewshed and impacts would be less than significant.
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?    

d) The existing sources of light and glare in the Proposed Project area consist of vehicle lights (headlights and taillights) on the existing roadways and lighting associated with the surrounding agricultural uses. As a bridge replacement project, the Proposed Project's new bridge would not directly add any new light sources. As the existing bridge has been closed for over a year due to severe deterioration, the Proposed Project would generate additional traffic along Lack Road upon operation

of the new bridge, which would increase light and glare from additional vehicular lights and indirectly add new light sources. However, the nearest residences are located 1.1 miles south and 1.9 miles northeast of the Proposed Project site. Due to these distances, these residences would not be adversely or significantly affected by the increase in light and glare from additional vehicular lights from the new bridge. Therefore, potential lighting and glare impacts would be less than significant.

**Cumulative Impacts:**

Implementation of the Proposed Project would not result in any significant cumulative impacts because development of the Proposed Project will not affect any scenic vista, spaces, corridors, or areas and is consistent with the surrounding land uses. Furthermore, the Proposed Project has been designed in accordance with applicable County and current AASHTO standards in order to not adversely impact day or nighttime views in the surrounding area. Therefore, the Proposed Project's cumulative contribution would be less than significant and potential cumulative impacts to aesthetics would not occur.

**ii. AGRICULTURE AND FOREST RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. –Would the project:

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| <p>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?</p> <p>a) The California Department of Conservation's Important Farmland Maps were reviewed and the Proposed Project is located on land that is designated as Farmland of Statewide Importance. Farmland of Statewide Importance is similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture (California Department of Conservation, 2016a). Though the Proposed Project is located on land designated as Farmland of Statewide Importance, the Proposed Project consists of the replacement of an existing bridge with a new and improved bridge structure over the New River. The new bridge would be reconstructed in the same alignment as the existing bridge. As such, the Proposed Project would not require or result in any conversions or changes of farmland to non-agricultural uses as the existing use is a non-agricultural use. Therefore, less than significant impacts would occur.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <p>b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?</p> <p>b) As discussed above, while the Proposed Project is surrounded by land designated as Agriculture and zoned A-3 (Heavy Agriculture), the Proposed Project is within the County's Right-of-Way and consists of the replacement of an existing bridge with a new and improved bridge structure to be reconstructed in the same alignment as the existing bridge over the New River. The County exited the California Department of Conservation's Land Conservation Act (Williamson Act) program by nonrenewing all contracts within the County, therefore no portion of the Proposed Project is enrolled in a Williamson Act Contract (California Department of Conservation, 2016b). As such, no impacts would occur related to conflicts with the existing zoning or a Williamson Act contract.</p>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>c) 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 Government Code Section 51104(g))?</p> <p>c) The Proposed Project would not be located on or within the vicinity of land zoned as forest land. The Proposed Project site is surrounded by land zoned as A-3 (Heavy Agriculture). The Proposed Project consists of the replacement of an existing bridge with a new and improved bridge structure reconstructed in the same alignment as the existing bridge over the New River. Therefore, the Proposed Project would not 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 Government Code section 51104(g)). Therefore, no impacts would occur.</p>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p> <p>d) The Proposed Project would not be located on or within the vicinity of forest land (as defined in California Public Resources Code Section 12220 (g)) and therefore, would not result in the loss of forest land or the conversion of forest land</p>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

to non-forest use. No impact would occur.

- e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

e) The Proposed Project site is not located on or within the vicinity of forest land (California Public Resources Coded Section 12220 [g]) and, therefore, would not result in the conversion of forest land to non-forest use. The Proposed Project is surrounded by land designated as Agriculture and zoned A-3 (Heavy Agriculture). However, the Proposed Project would involve the replacement of an existing bridge with a new and improved bridge structure within the same alignment as the existing bridge. Therefore, the Proposed Project would not require or result in the conversion of Farmland to non-agricultural use (County of Imperial, 2019a, 2019b; California Department of Conservation, 2016a). Therefore, less than significant impacts would occur.

**Cumulative Impacts:**

Implementation of the Proposed Project would not result in any loss to agriculture and forestry resources; therefore, no cumulative impacts would occur.

**III. AIR QUALITY**

The Proposed Project is located in the Salton Sea Air Basin (SSAB) within the Imperial County Air Pollution Control District's (ICAPCD's) jurisdictional boundaries. The SSAB includes the Imperial Valley and the central part of Riverside County, including the Coachella Valley. The Imperial Valley is bordered by the Salton Sea to the north, the Anza-Borrego Desert State Park to the west, the Chocolate Mountains to the northeast, and the U.S./Mexican Border to the south. ICAPCD has jurisdiction over stationary sources of pollution and regulates air pollution for the Basin. Non-stationary sources are regulated by the California Air Resources Board (CARB). The ICAPCD has regional authority over the control of air pollution from all sources other than emissions from motor vehicles as well as regulatory control over all stationary sources of air contaminants. The ICAPCD has established significance thresholds to assist lead agencies in determining whether a proposed project may have a significant air quality impact and has provided guidance for project applicants in the 2007 Imperial County CEQA Air Quality Handbook (APCD, 2017).

Criteria Pollutants

Six (6) air pollutants have been identified by the U.S. Environmental Protection Agency (USEPA) and the CARB as being of concern both on a nationwide and statewide level: ozone (O<sub>3</sub>); carbon monoxide (CO); nitrogen dioxide (NO<sub>2</sub>); sulfur dioxide (SO<sub>2</sub>); lead; and particulate matter (PM), which is subdivided into two (2) classes based on particle size: PM equal to or less than 10 micrometers in diameter (PM<sub>10</sub>) and PM equal to or less than 2.5 micrometers in diameter (PM<sub>2.5</sub>).

Air pollutant emissions also contribute to poor air quality when those emissions exceed significance thresholds, which can have adverse effects on human health. For instance, exposure to high concentrations of volatile organic compounds (VOCs) can interfere with oxygen uptake and ambient VOC concentrations are suspected to cause coughing, sneezing, headaches, weakness, laryngitis, and bronchitis. NO<sub>2</sub>, as a potential irritant at atmospheric concentrations, can worsen respiratory diseases, such as asthma, over short periods of exposure, which causes respiratory symptoms including coughing, wheezing, or difficulty breathing. Longer periods of exposure to high concentrations of NO<sub>2</sub> can contribute to the development of asthma and potentially increase susceptibility to respiratory infections. CO in high concentrations reduces the amount of oxygen transported in the blood stream to critical organs like the heart and brain and, at very high levels, can lead to dizziness, confusion, unconsciousness, and death (USEPA, 2016). SO<sub>2</sub> can result in temporary breathing impairment in asthmatic children and adults engaged in active outdoor activities. Lastly, when inhaled into the deepest part of the lung, both PM<sub>10</sub> and PM<sub>2.5</sub> cause health effects and, according to numerous scientific studies, have been linked to premature death in people with heart or lung disease, nonfatal heart attacks, irregular heartbeat, aggravated asthma, decreased lung function, and increased respiratory symptoms such as irritation of the airways, coughing, or difficulty breathing (USEPA, 2018). These pollutants can cause potentially adverse health effects when they are emitted in significant amounts.

With the exception of PM<sub>2.5</sub>, PM<sub>10</sub>, and 8-hour O<sub>3</sub>, the SSAB is in attainment or unclassified for all federal and State air pollutant standards. On November 13, 2009, the County was designated in nonattainment for 2006 24-hour PM<sub>2.5</sub> National Ambient Air Quality Standards (NAAQS). However, the nonattainment designation was only for the urban area of the County. On April 10, 2014, the CARB approved the 2013 Amendments to Area Designations for California Ambient Air Quality Standards (CAAQS). Effective July 1, 2014, the City of Calexico was designated in nonattainment for State PM<sub>2.5</sub> standard, with the rest of the SSAB designated as in attainment.

The Imperial Valley is classified as nonattainment for federal and State PM<sub>10</sub> standards. As a result, ICAPCD was required to develop a PM<sub>10</sub> Attainment Plan. The final 2009 Imperial County State Implementation Plan (SIP) for PM<sub>10</sub> was adopted by the ICAPCD on August 11, 2009.

ICAPCD was required to develop an 8-hour attainment plan for Ozone due to the County's moderate nonattainment status for 1997 federal 8-hour O<sub>3</sub> standards. On December 3, 2009 the USEPA determined the County had attained the 1997 8-hour NAAQS for O<sub>3</sub>. However, because this determination does not constitute a redesignation to attainment under Section 107(d)(3) of the Clean Air Act (CAA), the designation status has remained moderate nonattainment for the 1997 8-hour O<sub>3</sub> standard. Nevertheless, ICAPCD is required

to submit a modified air quality management plan (AQMP) to the USEPA for approval. Therefore, in order to meet the CAA requirements, the County submitted a 2009 8-hour O<sub>3</sub> AQMP and the Reasonable Available Control Technology State Implementation Plan (RACT SIP) for USEPA approval. Both the modified 2009 8-hour O<sub>3</sub> AQMP and RACT SIP were adopted by the ICAPCD on July 13, 2010. On November 18, 2010, the CARB approved the County's modified 2009 8-hour O<sub>3</sub> AQMP.

**Regional Conditions**

Mountain peaks in the SSAB range from 3,000 to 11,000 feet in elevation, which prevents off-shore winds from flowing into Imperial County. Temperatures in the SSAB frequently exceed 100 degrees Fahrenheit (°F) during the summer and are generally over 70 °F in the winter. The SSAB averages between 3 and 7 inches of precipitation per year (CARB, 2011).

**Sensitive Receptors**

CARB has identified the following groups who are most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes and people with cardiovascular and chronic respiratory diseases. Examples of land uses where substantial numbers of sensitive receptors are often found are residences, schools, daycare centers, playgrounds, and medical-related facilities (CARB, 2005). There are a few scattered residences on the surrounding agricultural land in the general vicinity of the Proposed Project. The nearest sensitive receptors to the Proposed Project are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project. The closest school, Westmorland Elementary School is located approximately 4.7 miles southeast of the Proposed Project site (Google Earth, accessed 2019). It is estimated that the Proposed Project would be constructed over an approximate nine (9)-month period.

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to the following determinations. Would the Project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?

a) As previously discussed, the SSAB has been designated as in attainment or unclassified for all federal and State pollutant standards with the exception of PM<sub>2.5</sub>, PM<sub>10</sub>, and 8-hour O<sub>3</sub>. The 2009 Imperial County SIP for PM<sub>10</sub>, modified 2009 8-hour O<sub>3</sub> AQMP, and RACT SIP set programs to comply with State and federal requirements for air quality standards. Air quality plans are based on population growth and vehicular miles traveled based on land uses established by local general plans. Therefore, the Proposed Project must demonstrate compliance with local land use plans, population projections, and applicable ICAPCD rules and regulations. The Proposed Project site is surrounded by land designated as Agriculture and zoned as A-3 (Heavy Agriculture). While the Proposed Project is surrounded by these lands, the Proposed Project consists of the replacement of an existing deteriorated bridge with a new and improved bridge structure to be reconstructed in the same alignment as the existing bridge over the New River. The Proposed Project would not alter the existing use of the Proposed Project site and, as such, be consistent with all applicable land use plans. Additionally, the Proposed Project does not include a residential component. As such, the Proposed Project would not alter the location, distribution, density, or growth of the human population in the area and would not exceed population projections.

Regarding short-term sources of emissions, the Proposed Project would generate fugitive dust emissions during ground disturbing activities during the construction phase. During operations, the Proposed Project's new bridge would add mobile emission sources (heavy equipment and vehicle traffic) to the Proposed Project vicinity that are currently emitted on other local roads on lengthy detours as the existing bridge has been closed for over a year. The Proposed Project would be required to comply with existing ICAPCD rules for the reduction of fugitive dust emissions. ICAPCD's Regulation VIII establishes these procedures. Compliance with this regulation is mandatory on all construction sites, regardless of size. However, because compliance with Regulation VIII is required for all projects, compliance with this regulation is mandatory and included as mitigation measures in this document. Therefore, compliance with this regulation and the ICAPCD's CEQA Handbook (MM-AQ-1 and MM-AQ-2) would ensure the Proposed Project would not conflict with or obstruct implementation of applicable air quality plans. Therefore, the Proposed Project would result in less than significant impacts with mitigation incorporated.

**MM-AQ-1:**

The Applicant shall comply with the requirements contained within ICAPCD Regulation VIII, which includes preparation of a Dust Control Plan for control of fugitive dust during construction, written notification to the Air District 10 days prior to the start of construction activities; and remit a list of equipment to be used during construction in Excel format (See Appendix E). The Dust Control Plan shall address construction and earthmoving activities. The Dust Control Plan shall include information regarding the dust suppressants that shall be applied and specific surface treatments and/or control measures to be utilized during construction. The Dust Control Plan shall be submitted to ICAPCD and ICPDS for review and approval prior to construction.

**MM-AQ-2:**

The Applicant shall comply with the required standard and enhanced mitigation measures contained in the ICAPCD CEQA Handbook, which include the following:

- Standard Mitigation Measures for Construction Combustion Equipment
  - Use of alternative fueled or catalyst equipped diesel construction equipment, including all off-road and portable diesel-powered equipment;

- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes as a maximum;
- Limit, to the extent feasible, the hours of operation of heavy-duty equipment and/or the amount of equipment in use; and
- Replace fossil fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set).
- **Enhanced Mitigation Measures for Construction Equipment**
  - Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak hour of vehicular traffic on adjacent roadways; and
  - Implement activity management (e.g. rescheduling activities to reduce short-term impacts).

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?

b) The Proposed Project's impacts during both construction and operation could be cumulatively considerable as the SSAB is in attainment or unclassified for all federal and State pollutant standards with the exception of PM<sub>2.5</sub>, PM<sub>10</sub>, and 8-hour O<sub>3</sub>. However, an individual project can emit these pollutants without significantly contributing to this cumulative impact depending on the magnitude of emissions. While the Proposed Project would generate emissions during the construction of the new bridge and could potentially result in a cumulatively considerable increase in the generation of pollutants, the Proposed Project would replace the existing bridge with a new and improved bridge structure within the same alignment as the existing bridge. Therefore, due to the small project footprint, construction impacts are expected to be minimal and temporary. Additionally, the Proposed Project would be required to comply with Regulation VII and the ICAPCD's CEQA Handbook (MM-AQ-1 and MM-AQ-2). As such, implementation of mitigation measures would ensure the Proposed Project's cumulative contribution during construction would be less than significant.

Emissions during operation of the Proposed Project could potentially result in a cumulatively considerable increase due to an increase in vehicular traffic (since the bridge is currently closed and seeing none). As commuters that currently utilize this stretch of Lack Road are required to exercise lengthy detours due to the closure of the existing bridge, the Proposed Project would improve passage for commuters. However, the Proposed Project's new bridge would increase mobile emission sources (heavy equipment and vehicle traffic) to the Proposed Project vicinity that have not been in the vicinity since the closure of the existing bridge over a year ago. Because the new bridge would be located on Lack Road, a Minor Collector road classified by the County, and only containing two (2) travel lanes, it is anticipated the new bridge would be used by the surrounding community's marginal number of commuters that either live or work along that stretch of Lack Road. As such, it is expected that the mobile emissions generated by the Proposed Project would not result in emissions that would exceed the ICAPCD's significance thresholds. Additionally, as the nearest sensitive receptors to the Proposed Project are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project, the Proposed Project's emissions would not exceed the ICAPCD's significance thresholds at these sensitive receptors. Furthermore, like with the Proposed Project and as discussed in Response IIIa, above, cumulative projects would also be subject to mitigation pursuant to the ICAPCD rules and regulations (e.g., Regulation VIII) and the ICAPCD's CEQA Handbook. As the Proposed Project would be required to comply with Regulation VIII and the ICAPCD's CEQA Handbook (MM-AQ-1 and MM-AQ-2), the Proposed Project's contribution would be less than cumulatively considerable.

c) Expose sensitive receptors to substantial pollutant concentrations?

c) In addition to the above listed criteria pollutants, toxic air contaminants (TACs) are another group of pollutants of concern. TACs are less pervasive in the urban atmosphere than criteria air pollutants, however they are linked to short-term (acute) and/or long-term (chronic or carcinogenic) adverse human health effects. There are hundreds of different types of TACs with varying degrees of toxicity. Sources of TACs include industrial processes such as petroleum refining and chrome plating operations, commercial operations such as gasoline stations and dry cleaners, and motor vehicle exhaust, to name a few. Cars and trucks release at least 40 different TACs. The most important of these TACs, in terms of health risk, are diesel particulates, benzene, formaldehyde, 1,3-butadiene, and acetaldehyde. Public exposure to TACs can result from emissions from normal operations as well as accidental releases. Health effects of TACs can include cancer, birth defects, neurological damage, and death. The Office of Environmental Health Hazard Assessment (OEHHA) developed a Guidance Manual for the Preparation of Health Risk Assessments. According to OEHHA methodology, health effects from carcinogenic TACs are usually described in terms of individual cancer risk, which is based on a 30-year lifetime exposure to TACs.

**Construction**

The greatest potential for TAC emissions would be related to diesel particulate emissions associated with heavy equipment operations during construction of the Proposed Project. As discussed above, health effects from TACs are usually described in terms of individual cancer risk, which is based on a 30-year lifetime exposure to TACs. Health effects are generally evaluated based on a lifetime, long-term exposure (i.e., 70 years). Given the relatively limited number of heavy-duty construction equipment and the short-term construction schedule, the Proposed Project would not result in a long-term

substantial source of TAC emissions and corresponding individual cancer risk. Additionally, the nearest sensitive receptors are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project site. Therefore, less than significant short-term toxic air contaminant impacts to sensitive receptors would occur during the construction phase of the Proposed Project.

Operation

The existing bridge has been closed to traffic for over one (1) year due to severe deterioration of some of the pile supports. As such, no existing traffic is generated at the Proposed Project site. Because agricultural operations surround the Proposed Project site, the Proposed Project would introduce heavy equipment and vehicular traffic along the new bridge and this section of Lack Road to the site during operation. While the Proposed Project's new bridge would generate heavy equipment and vehicular traffic, because the new bridge would be located on Lack Road, which is classified as a Minor Collector road by the County, and only contain two (2) travel lanes, it is anticipated the new bridge would be used by the surrounding community's marginal number of commuters that either live or work along that stretch of Lack Road. As such, it is anticipated the Proposed Project would not emit substantial pollutant concentrations. Additionally, as discussed in Response IIIa, above, the Applicant would comply with fugitive dust control measures during operation pursuant to ICAPCD's Regulation VIII (MM-AQ-1) and the ICAPCD CEQA Handbook (MM-AQ-2). Due to these factors and the distance to the nearest sensitive receptors (residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project site), impacts to sensitive receptors during operation would be less than significant with mitigation incorporated.

- d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?

d) A significant impact would result if the Proposed Project would create objectionable odors during construction or operational activity. Potential sources that may emanate objectionable odors during construction activities include equipment exhaust, application of asphalt paints, and other exterior finishes. The objectionable odors that may be produced during the construction process are of short-term nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Land uses, and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The Proposed Project, which consists of the replacement of an existing deteriorated bridge with a new bridge within the same alignment, would not include components that are typically associated with odor complaints. Additionally, the nearest sensitive receptors are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project site. Due to the limited amounts of odor producing materials being utilized and the Proposed Project's distance from the nearest sensitive receptors, less than significant impacts related to odors affecting a substantial number of people would occur.

**Cumulative Impacts:**

Proposed Project implementation is not anticipated to exceed the construction or operational emissions threshold adopted by the ICAPCD. Compliance with the applicable ICAPCD's rules and regulations (including implementation of MM-AQ-1 and MM-AQ-2) would ensure that dust emissions are minimized during construction to further reduce short-term cumulative impacts. There is an existing regional cumulative impact associated with PM<sub>2.5</sub>, PM<sub>10</sub>, and 8-hour O<sub>3</sub> because the SSAB is in attainment or unclassified for all federal and State pollutant standards with the exception of these pollutants. However, an individual project can emit these pollutants without significantly contributing to this cumulative impact depending on the magnitude of emissions. Because emissions from the Proposed Project are expected to be less than significant, the Proposed Project's contribution to the cumulative air quality impact would also be less than significant. As discussed in Response IIIb, above, cumulative projects would also be subject to mitigation pursuant to the ICAPCD rules and regulations (e.g., Regulation VIII) and the ICAPCD's CEQA Handbook. Therefore, cumulative impacts would be less than significant.

**IV. BIOLOGICAL RESOURCES**

The County Public Works Department contracted Ms. Marie Barrett of Barrett's Biological Surveys to conduct a habitat assessment of the Proposed Project site. Prior to conducting the field survey, a desktop analysis was conducted. The desktop analysis included a literature review of potentially applicable regulatory requirements. Additionally, publicly available data was reviewed to determine if any special-status species or habitats occur (via recorded occurrences or habitat) or have the potential to occur within the vicinity of the Project. Resource records were obtained using the California Natural Diversity Database (CNDDB) for the Westmoreland E U.S. Geological Survey (USGS) 7.5-minute Topographic Quadrangle and the surrounding eight (8) quadrangles within the United States including Wiest, Iris, Niland, Obsidian Butte, Westmoreland W, Brawley NW, Brawley, and Alamorio. Ms. Barrett and Mr. Jacob Calanno conducted a pedestrian survey within and adjacent to the Biological Study Area (BSA) on July 25, 2019. The BSA is located within the Colorado Desert, which is a subdivision of the larger Sonoran Desert and covers approximately 7 million acres. The desert encompasses the County and includes parts of San Diego County, Riverside County, and a small part of San Bernardino County. The region experiences greater summer daytime temperatures (up to 120°F) than higher-elevation deserts and rarely experiences frost. In addition, the Colorado Desert experiences two (2) rainy seasons per year, usually in the winter and late summer in this portion. This area is within the agricultural portion that is irrigated by Colorado River water delivered through water conveyance structures maintained by the IID. The Proposed Project spans the New River which drains into the Salton Sea.



The purpose of the field survey was to identify if any sensitive or otherwise protected biological resources occur or have the potential to occur within the Proposed Project boundary and surrounding area. As discussed above, a desktop analysis and summary report were prepared by Barrett's Biological Surveys following the survey and are included as Appendix A (*Biological Assessment Report, 2019*). Discussions and determinations within this section are based on the results presented in Appendix A.

**Would the project:**

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as 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. Fish and Wildlife Service?

a) No federally or State threatened, endangered, candidate, or special-status species, or sensitive natural habitats were observed within the BSA. Within the nine (9) quadrangles searched as part of the desktop analysis for the Biological Assessment Report, four (4) botanical species and 36 wildlife species were listed. None of the special-status plant species were observed during the survey or would be expected to occur within the Proposed Project site. Nevertheless, the Biological Assessment Report recommended a preconstruction plant survey should be conducted by a qualified biologist (MM-BIO-1). Of the special-status wildlife species, burrowing owl (*Athene cunicularia*), a California Department of Fish and Wildlife (CDFW) Species of Special Concern and Yuma Ridgway's Rail (*Rallus obsoletus*), a federally endangered species, are both known to occur in the vicinity of the Proposed Project site (Appendix A). However, the Proposed Project's BSA did not have any sign of either species. There were no burrows located within the BSA. Additionally, no nesting birds or bats were observed during the pedestrian survey. Potential removal of salt cedar (*Tamarix spp.*), an invasive species, and iodine bush (*Allenrolfea occidentalis*), a native species, may be determined necessary to facilitate construction activities in the work area. This vegetation provides potentially suitable habitat for nesting birds. Therefore, it is recommended that vegetation removal occur outside the nesting season (general breeding and nesting bird season of February through August; MM-BIO-2). With implementation of MM-BIO-1 through MM-BIO-4, the Proposed Project's impacts to nesting birds during construction would be less than significant.

**MM-BIO-1:**

A preconstruction plant survey shall be conducted by a qualified biologist.

**MM-BIO-2:**

Nesting bird surveys by qualified biologists during nesting season (February through August); preferably time construction during non-nesting season (September through January). Time nesting surveys within 3-5 days prior to start of construction. Burrowing owl (BUOW) preconstruction survey within 14 days of start of construction.

**MM-BIO-3:**

Worker environmental awareness training for nesting birds and BUOW, which shall include the following aspects:

- Biology and status of the BUOW;
- Protection measures designed to reduce potential impacts to the species, function of flagging designating authorized work areas;
- Reporting procedures to be used if a BUOW is encountered in the field; and driving procedures and techniques, for commuting, and driving on, to the Proposed Project site; and
- Identification of nesting birds and procedures to follow if nesting is suspected.

**MM-BIO-4:**

Areas outside of the Proposed Project footprint shall be designated as an "Environmentally Sensitive Area" (ESA) on Proposed Project plans. No project-related activities shall take place within the ESA-designated areas.

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

b) Salt cedar and iodine bush were observed within the BSA during the pedestrian survey. No sensitive vegetation communities occur within or adjacent to the Proposed Project site (Appendix A). Effects on any riparian habitat would be expected to have a less than significant impact from implementation of the Proposed Project.

- c) 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?

c) It is understood that Ms. Barrett did not conduct formal jurisdictional delineation surveys. However, riverine and freshwater emergent wetlands were found in the Proposed Project site (U.S. Fish and Wildlife Service [USFWS] National Wetlands Inventory [NWI], 2019), as the New River is recognized as a jurisdictional water body by U.S. Army Corps of Engineers (USACE), Colorado River Regional Water Quality Control Board (CRRWQCB) and CDFW. Federal and State guidelines both follow a no net loss of wetlands. Therefore, the Proposed Project may require a Nationwide 404 permit from USACE under the Clean Water Act, a Streambed Alteration Agreement from CDFW under Section 1602 of the California Fish and Game Code (CFG), and a 401 Water Quality Certification from CRRWQCB. However, the existing bridge would be removed without the need to be in the New River and all construction activities are anticipated to take place from the banks. Thus, construction of the Proposed Project would not impact any wetlands associated with the New River, the flow of the New River, or allow any fill into or out of the New River. The Proposed Project would have a temporary impact to the project area during construction; however, no permanent impacts are anticipated as a result of construction activities. Nevertheless, the Biological Report recommended consultation with USACE to obtain the required permit for working within a waterway that drains into waters of the United States and CDFW regarding a Streambed Alteration Agreement. Therefore, consultation with USACE, CDFW, and CRRWQCB is recommended for the Proposed Project to ensure the Proposed Project obtains applicable permits and complies with any mitigation measures from these agencies (MM-BIO-5). Implementation of mitigation measure MM-BIO-5 would reduce impacts to less than significant levels.

**MM-BIO-5:**

Once consultation with USACE, CRRWQCB, and CDFW has been conducted, the Applicant shall apply for and obtain any necessary permits and comply with any mitigation measures required by these agencies.

- d) Interfere substantially with the movement of any 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?

d) The existing bridge over the New River has the potential to serve as a movement corridor for small and common wildlife species, such as rodents, reptiles, and small mammals. The closest alternative crossing points are at Gentry Road, approximately 2.5 miles southeast of the Proposed Project, and a small foot crossing, approximately 0.7 mile northwest of the Proposed Project. Although the existing bridge could serve as a wildlife corridor, particularly for nocturnal terrestrial species when traffic volume is assumed to be lower (lower collision risk), a new bridge would be constructed after removal of the existing bridge. This corridor would be unavailable for the duration of the Proposed Project's construction. While the terrestrial wildlife that use this corridor would be temporarily impacted, avian species and any fish species found in the New River would not be impacted. The flow of the New River would not be disrupted as a result of the Proposed Project as the removal of the existing bridge would be accomplished without the need to be in the New River and all anticipated construction activities would take place from the banks. Therefore, fish species such as common carp (*Cyprinus carpio*), channel catfish (*Ictalurus punctatus*), and Mozambique tilapia (*Oreochromis mossambicus*) would not be impacted by the Proposed Project. A less than significant impact would result from the Proposed Project.

- e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?

e) No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, apply to the Proposed Project site.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

f) The Proposed Project is not located within an area covered by an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP).

**Cumulative Impacts:**

The Proposed Project site contains wetlands and jurisdictional waters of the U.S. and the State. The Proposed Project may trigger an application for waters permits to occur; however, implementation of the proposed mitigation measures identified below would mitigate the Proposed Project's cumulative biological resource impacts to below the level of significance.

V. CULTURAL RESOURCES

A cultural resources records search was conducted by Environmental Intelligence, LLC (EI) staff at the California Historical Resources Information System (CHRIS), South Coastal Information Center (SCIC) at San Diego State University on August 30, 2019. The records search identified all previously recorded cultural resources and cultural resource studies within the records search extent, which is defined as a ¼-mile radius around the Area of Potential Impacts (API). No previous cultural resource studies had been conducted within the API or within a ¼-mile radius. Additionally, no cultural resources had been previously recorded within the records search extent.

EI reviewed the Caltrans Historic Bridge Inventory for Local Agency Bridges to determine the potential historical significance of the Lack Road Bridge. The Caltrans Historic Bridge Inventory for Local Agency Bridges lists the Lack Road Bridge as bridge number 58C0101 - New River (Lack Road). It was constructed in 1940 and its location is listed as 4.2MI N/O SR-86. The bridge's historical significance is listed as a Category 5 (Bridge not eligible for National Registrar of Historic Places [NRHP]).

EI archaeologist Ms. Amber Lopez-Johnson (M.A.) conducted an intensive pedestrian survey of the API on September 26, 2019. The API was surveyed using transects spaced no greater than 15 meters apart. The archaeologist examined exposed ground surface for artifacts (e.g., flaked stone tools, tool-making debris, milling tools, ceramics, ecofacts [e.g., marine shell and bone], soil discoloration that might indicate the presence of a cultural midden, and features indicative of the former presence of structures or buildings [e.g., standing exterior walls, postholes, foundations] or historic debris [e.g., metal, glass, ceramics]). Ground disturbances such as burrows were visually inspected. EI used EOS Arrow GNSS 100 Series global positioning system (GPS) units with sub-meter accuracy and ArcGIS Collector Software to confirm all API footprints and record any geospatial data for newly or previously recorded resources. All new and previously recorded resources within the API were documented, photographed, and recorded on California Department of Parks and Recreation (DPR) 523 forms. No cultural material was identified within the API during the pedestrian survey. The API is located within an area that has been previously disturbed by ongoing agricultural activities. Based on the agricultural activities within the API, the potential for encountering subsurface cultural deposits within the API is considered low. The results of the records search and Intensive pedestrian survey were documented in the Cultural Resources Survey Report, included as Appendix B (Cultural Resources Survey Report, 2019 [Updated 2020]).

Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

a) No historical resources have been documented within the Proposed Project area. Given the previous agricultural disturbance in the area, the potential to encounter historical resources within the Proposed Project area would be considered low. Therefore, less than significant impacts are expected.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

b) No archaeological resources have been previously recorded within the Proposed Project area. There is potential for archaeological resources to be found during excavation and grading. However, given the previously disturbed nature of the Proposed Project area, the potential to encounter archaeological resources within the Proposed Project area would be considered low. The ICPDS received a comment letter from the Campo Band of Mission Indians on December 19, 2019 (see Appendix D). Based on the information provided by the Campo Band of Mission Indians, the ICPDS is willing to implement MM-TCR-1 through MM-TCR-3 (see Section XVIII. Tribal Cultural Resources, below) for the Proposed Project. The Proposed Project would comply with these mitigation measures to avoid or reduce impacts to a tribal cultural resource to less than significant levels. Therefore, the Proposed Project would comply with these mitigation measures in order to not cause an adverse change in the significance of an archaeological resource and reduce impacts to less than significant levels.

- c) Disturb any human remains, including those interred outside of dedicated cemeteries?

c) No formal cemeteries are located within the Proposed Project area. Additionally, no known archaeological sites are located within the vicinity of the Proposed Project area, which could indicate the presence of human remains interred outside of dedicated cemeteries. Given the previously disturbed nature of the Proposed Project area, the potential to encounter human remains would be considered low. Nevertheless, based on the information provided by the Campo Band of Mission Indians comment letter (see Appendix D), the Proposed Project would implement MM-TCR-2 and MM-TCR-3 (see Section XVIII. Tribal Cultural Resources, below) to ensure impacts related to the disturbance of human remains, would be less than significant.

Cumulative Impacts:

Proposed Project implementation would not result in significant impacts to cultural resources. Therefore, the Proposed Project's contribution to a cumulative impact would not be considerable and potential cumulative impacts to cultural resources would be less than significant.

VI. ENERGY

Would the project:

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

a) The construction and operation of the Proposed Project would not require the creation of a new source of energy. The Proposed Project, as a bridge replacement project, would not have an electrical component as overhead lighting is not part of the design; therefore, no unnecessary consumption of energy is anticipated.

- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

b) State and local agencies regulate the use and consumption of energy through various programs. As a result of the passage of AB 32 (California Global Warming Solutions Act of 2006), which seeks to reduce the effects of greenhouse gas (GHG) emissions, a majority of the State regulations are intended to reduce energy use and GHG emissions. The Proposed Project would be consistent with State regulations regarding GHG emissions (refer to Section 3.8 [GHG Emissions]). Energy consumption as part of the construction would be minimal and temporary. Additionally, no energy would be used during the operational life of the new bridge. As such, the Proposed Project would not conflict with or obstruct a State or local plan for renewable energy and energy efficiency. No impacts would occur.

Cumulative Impacts:

As identified above, the Proposed Project, as a bridge replacement project, would not unnecessarily consume energy resources or conflict with energy plans. As a result, no energy impacts would occur as a result of the Proposed Project, therefore the Proposed Project would not contribute to cumulative impacts.

VII. GEOLOGY AND SOILS

Would the project:

The County Public Works Department contracted NV5 to conduct a geotechnical study of the Proposed Project site and prepare a foundation report. The Draft Foundation Report prepared by NV5 is included as Appendix C (Draft Foundation Report, 2019). The purpose of the foundation report was to summarize the results of the geotechnical study and provide seismic and foundation design recommendations for the proposed replacement of the existing bridge. Discussions and determinations within this section are based on the results of the Draft Foundation Report.

Southern California is a seismically active region that contains several surface faults and fault zones considered active or potentially active, including the Newport-Inglewood, Whittier, San Andreas, San Jacinto, Malibu-Coast-Raymond, Chino, Elsinore, Palos Verdes, San Gabriel, and Sierra Madre-Santa Susana-Cucamonga faults.

- a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving:

- 1) 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? Refer to Division of Mines and Geology Special Publication 42?

1) The most recent Alquist-Priolo Earthquake Fault Zoning Maps were reviewed and the Proposed Project site is not included within any Earthquake Fault Zones as created by the Alquist-Priolo Earthquake Fault Zoning Act. The Brawley Seismic Zone is located approximately 2 miles east of the Proposed Project. The Elmore Ranch Fault is the nearest known fault, located approximately 6 miles to the southwest of the Proposed Project site (California Department of Conservation, 2010). Given the distance of the Proposed Project from known faults and seismic zones, the Proposed Project would not be expected to expose people or structures to rupture as a result of a known earthquake fault. No impacts would occur.

- 2) Strong Seismic ground shaking?

2) As discussed above, the Brawley Seismic Zone and the Elmore Ranch Fault are located approximately 2 miles east and 6 miles southwest, respectively. While no known faults or fault zones are located in close proximity to the Proposed Project site, risk of seismic activity is present due to the seismically active nature of the region. The Proposed Project would be designed using seismic recommendations in accordance with current Caltrans standards and engineering practices. Therefore, the Proposed Project's compliance with the current Caltrans standards (Bridge Design Practices

and Seismic Design Criteria) and AASHTO Bridge Design Specifications with California Amendments, as well as the recommended mitigation measures (MM-GS-1) would significantly reduce the potential for substantially adverse effects from strong seismic ground shaking. The Proposed Project would result in less than significant impacts with mitigation incorporated.

**MM-GS-1:**

The Applicant shall ensure all grading operations and construction are conducted in accordance with the Plans and Specifications and in conformance with the recommendations included in the Draft Foundation Report (Appendix C) and any subsequent geotechnical and soils report to be prepared by a licensed geotechnical engineer.

- 3) Seismic-related ground failure, including liquefaction and seiche/tsunami?

3) Liquefaction occurs when unconsolidated, water-laden soils are shaken and lose cohesion, causing previously solid soils to behave temporarily as viscous liquids. It is most prevalent in areas of recently deposited silts or sands, and in areas with high groundwater levels. Liquefaction may lead to near-surface ground failure, such as ground settlement, lateral spread, and loss of foundation support. The Draft Foundation Report stated a subsurface exploration program encountered poorly to moderately consolidated alluvial clay and silty sands. A liquefaction assessment was completed by NV5 and the results of the liquefaction assessment were presented in the Draft Foundation Report (Appendix C). Due to the potential for liquefaction and associated seismic induced settlement, the proposed new bridge's pile design would need to accommodate potential downdrag forces. The design of the Proposed Project would comply with the current Caltrans standards (Bridge Design Practices and Seismic Design Criteria), AASHTO Bridge Design Specifications with California Amendments, and the recommendations in the Draft Foundation Report (see mitigation measure MM-GS-1), which would reduce impacts related to seismic ground failure and liquefaction to less than significant levels.

- 4) Landslides?

4) The Proposed Project site is located in a flat area with no high or steep natural slopes. The Draft Foundation Report stated no indications of landslides or deep-seated instability were observed at the Proposed Project site during the geotechnical study (Appendix C). As such, the potential for landslides would be considered low. There would be no potential for the Proposed Project to expose people or structures to landslides. Less than significant impacts are expected.

- b) Result in substantial soil erosion or the loss of topsoil?

b) During construction, loss of topsoil and erosion could result from construction activities, including the operation of heavy machinery, grading activities, excavation, or wind or water erosion of stockpiled fill/excavated materials at staging areas. Erosion would be minimized through the implementation of best management practices (BMPs) such as limiting the amount of disturbed soil to the extent possible, preventing runoff from the site, and ensuring compliance with the Stormwater Pollution Prevention Plan (SWPPP; discussed in greater detail in the Hydrology and Water Quality section below). In addition, the Proposed Project site is relatively flat and experiences low levels of natural erosion (County of Imperial, n.d.). As such, with implementation of BMPs and compliance with the SWPPP, impacts related to soil erosion or the loss of top soil would be less than significant.

- c) 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 landslides, lateral spreading, subsidence, liquefaction or collapse?

c) The Draft Foundation Report identified the Proposed Project site as underlain with predominantly poorly to moderately consolidated alluvial materials consisting of lean clay with lenses of fat clay, silty sands and clayey sands. As discussed above, the potential for landslides is considered low. Lateral spreading occurs when there is widespread liquefaction and a gentle slope, or a free face toward which lateral spreading may occur. As discussed above, liquefaction impacts would be less than significant with mitigation incorporated (MM-GS-1). Additionally, the Draft Foundation Report stated the liquefiable layers are located below the elevation of the stream channel and abutment slope face. Furthermore, the piles for the existing bridge would not be removed from the New River, which the Draft Foundation Report assumes would provide some dissipation of additional lateral pressures resulting from an earthquake event. Thus, the Draft Foundation Report determined the potential for lateral spreading is considered low. Therefore, with incorporation of mitigation measure MM-GS-1, the Proposed Project would result in less than significant impacts.

- d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life or property?

d) As discussed above, the Proposed Project site is underlain with lean clay with lenses of fat clay, silty sands, and clayey sands. The geotechnical study tested two (2) samples of the near-surface clay soils, which indicated medium expansion

potential. As these materials are generally considered unsuitable for use as backfill for structure foundations, retaining walls, or pipe bedding, the foundation report recommended potential expansive soil properties should be verified at the completion of rough grading since site grading will redistribute on-site soils. Compliance with Caltrans standards (Bridge Design Practices and Seismic Design Criteria), AASHTO Bridge Design Specifications with California Amendment, recommendations from the Proposed Project's Draft Foundation Report (MM-GS-1), and mitigation measure MM-GS-2 included below would ensure that risks from expansive soil would be less than significant.

**MM-GS-2:**

Soils imported for on-site use shall preferably have very low to low expansion potential (based on UBC Standard 18-2 test procedures). Lots on which expansive soils may be exposed at grade shall be undercut 3 feet or more and capped with very low to low expansion potential fill. In the event expansive soils are present near the ground surface, special design and construction considerations shall be utilized in general accordance with the recommendations of the geotechnical consultant.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?
- e) The Proposed Project consists of a bridge replacement and there are no planned facilities that require a wastewater disposal system. Therefore, the Proposed Project would not include septic tanks or alternative wastewater disposal systems. No impact from septic tanks or alternative wastewater disposal systems as part of the Proposed Project would occur.
- f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- f) As shown on the California Division of Mines and Geology, 1:250,000 Geologic Map of the Salton Sea (Jennings, 1967), the Proposed Project area is underlain by Quaternary lake sediments (Ql), which have a high sensitivity for paleontological resources. However, given the previously disturbed nature of the Proposed Project area, the potential to encounter a paleontological resource would be considered low and potential impacts to paleontological resources would be less than significant.

**Cumulative Impacts:**

The development of cumulative projects in the area has the potential to impact geologic resources. However, geological impacts are site-specific and are expected to be minimal to none from a cumulative geological standpoint. Similar to the Proposed Project, any related projects' potential impacts related to geology and soils would be assessed on a case-by-case basis. MM-GS-1 and MM-GS-2 would be implemented during the construction phase of the Proposed Project to reduce potential impacts. Therefore, with the implementation of mitigation measure, the Proposed Project's cumulative impacts related to geology and soils would be reduced to a less than significant level.

**VIII. GREENHOUSE GAS EMISSION**

Constituent gases of the Earth's atmosphere, called atmospheric GHGs, play a critical role in the Earth's radiation amount by trapping infrared radiation emitted from the Earth's surface, which otherwise would have escaped to space. Prominent GHGs contributing to this process include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), ozone, water vapor, nitrous oxide (N<sub>2</sub>O), and chlorofluorocarbons (CFCs). This phenomenon, known as the Greenhouse Effect, is responsible for maintaining a habitable climate. Anthropogenic (caused or produced by humans) emissions of these greenhouse gases in excess of natural ambient concentrations are responsible for the enhancement of the Greenhouse Effect and have led to a trend of unnatural warming of the Earth's natural climate, known as global warming or climate change. Emissions of gases that induce global warming are attributable to human activities associated with industrial/manufacturing, agriculture, utilities, transportation, and residential land uses. Transportation is responsible for 40 percent of the State's GHG emissions (CARB, 2019). Emissions of CO<sub>2</sub> and N<sub>2</sub>O are byproducts of fossil fuel combustion. Methane, a potent GHG, results from off-gassing associated with agricultural practices and landfills. Sinks of CO<sub>2</sub>, where CO<sub>2</sub> is stored outside of the atmosphere, include uptake by vegetation and dissolution into the ocean.

**Assembly Bill 32 (Global Warming Solutions Act of 2006)**

The Global Warming Solutions Act (commonly referred to as AB 32) requires a Statewide commitment and effort to reduce GHG emissions to 1990 levels by 2020 (25 percent below business as usual). To effectively implement the 2020 goal, AB 32 requires the CARB to develop appropriate regulations and to establish a mandatory reporting system to track and monitor GHG emission levels from stationary sources.

This bill is the first Statewide policy in the United States to mitigate GHG emissions and includes penalties for noncompliance. As with the goals and targets set by other GHG emissions-related actions taking place at the regional and international levels, AB 32 sets precedence in requiring an inventory and reduction of GHG emissions in the State.

Currently, six (6) GHGs are regulated by the federal and State government: CH<sub>4</sub>, CO<sub>2</sub>, hydrofluorocarbons (HFCs), N<sub>2</sub>O, perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>). The CARB also includes nitrogen trifluoride (NF<sub>3</sub>) in its inventory of monitored GHGs in California.

**IX. HAZARDS AND HAZARDOUS MATERIALS**

**Would the project:**

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

a) Construction of the Proposed Project would require the use and transport of chemicals and materials typically associated with precast concrete bridge structures, paving, and other chemicals associated with construction. The use of these materials would be temporary and limited to the immediate area of application during the construction phase. The use, transport, and disposal of these materials would be completed in a manner that is consistent with the State requirements and manufacturer's recommendations and would ensure that there would not be a significant hazard to the public or the environment.

The New River flows beneath the existing bridge, which is classified as a Class 4 waterway (Appendix C). During construction, the existing bridge would be removed. However, these activities would be conducted above the New River. All construction activities are anticipated to take place from the banks. While direct contact with the New River would not be necessary as part of the Proposed Project's construction activities, site grading would redistribute on-site soils that may need to be collected and disposed of. These soils may be contaminated from the New River. If these soils are contaminated, the temporary disturbance and potential disposal of these soils during grading may create a significant hazard to the public and environment. The Proposed Project would implement mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6, including the preparation and implementation of a Contaminated Soil Management Plan, to minimize associated risks and ensure applicable statutory and regulatory standards and requirements are complied with in the event contaminated soils are encountered. Implementation of mitigation measures would ensure that potentially contaminated soils are identified, removed, and properly disposed of to prevent the creation of significant hazard to the public and the environment to the maximum extent feasible and reduce impacts to less than significant levels.

During operations, the Proposed Project's new bridge would not require the routine transport, use or disposal of hazardous materials. It is anticipated that hazardous materials would not be transported as a result of the new bridge or that materials requiring training, professional use, or transport to a designated hazardous disposal facility would not be frequently applied or used on the new bridge. Therefore, the Proposed Project would not cause a significant hazard to the public or environment during operation and impacts would be less than significant.

**MM-HAZ-1:**

Prior to construction activities, a soils investigation shall be conducted to determine the presence of contaminated soils on the Proposed Project site.

**MM-HAZ-2:**

A Contaminated Soil Management Plan shall be prepared and implemented during construction that contains procedures to be followed in the event that contaminated soils are encountered during construction of the Proposed Project. The Contaminated Soil Management Plan shall include procedures for the proper identification, removal, and disposal of contaminated soils. A copy of the Contaminated Soil Management Plan shall be provided to the Imperial County Environmental Health Department.

**MM-HAZ-3:**

The Applicant shall contact the appropriate regulatory agencies identified in the Contaminated Soil Management Plan if contaminated soils are encountered.

**MM-HAZ-4:**

Sampling and analysis of soils known or suspected to be impacted by hazardous materials shall be conducted in accordance with the procedures detailed in the Contaminated Soil Management Plan.

**MM-HAZ-5:**

Procedures for the proper handling, storage, treatment, transport, and disposal of contaminated soil shall be conducted in consultation with the appropriate regulatory agencies and in compliance with applicable statutory and regulatory requirements.

**MM-HAZ-6:**

A Worker Health and Safety Plan shall be prepared and implemented prior to the start of construction activities. The Worker Health and Safety Plan shall identify the nature and extent of contaminants that may be encountered during construction, appropriate health and environmental protection measures and equipment, and emergency response procedures. The Worker Health and Safety Plan shall also include the following New River Health and Safety Considerations, which shall be adhered to prior to the start of and throughout construction activities:

- The Proposed Project Contractor shall be advised that the New River flows beneath the Proposed Project site.

- **As the New River is known to contain bacteria-laden foam that can blow over to nearby sites on windy days, precautions shall be identified and taken when working close to the New River on windy days (wind gusts in excess of 15 miles per hour).**
- **Construction workers shall be prohibited from drinking water from the New River.**
- **To assist in preparing for the risk associated with construction activities close to the New River, a model risk assessment is available on the Occupational Safety and Health Administration website (<http://www.dir.ca.gov/dosh/>).**

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

b) As previously stated, construction of the Proposed Project would require the use of chemicals and materials typically associated with precast concrete bridge structures, paving, and other chemicals associated with construction. The use of these materials would be temporary and would be limited by the construction duration and location and in quantity. Additionally, they would be transported, used, and disposed of in a manner that is consistent with the State requirements and manufacturers recommendations and would not create a significant hazard to the public or environment. As discussed above, the New River is a polluted waterway that flows underneath the Proposed Project. As a result of the pollution in the New River, the soils on the Proposed Project site may be contaminated and, if contaminated, could create a significant hazard and release of hazardous materials into the environment during grading. Implementation of mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 would ensure that the Proposed Project would not release hazardous materials into the environment and create a significant hazard if contaminated soils are encountered.

The Proposed Project, as a bridge replacement project, would not involve the use of hazardous materials during operation. Thus, operation of the Proposed Project would not create a significant hazard to the public or environment through the accidental release of hazardous materials into the environment. Therefore, implementation of mitigation measures would reduce impacts related to hazardous materials to less than significant levels.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

c) The closest school, Westmorland Elementary School is located approximately 4.7 miles southeast of the Proposed Project site (Google Earth, accessed 2019). As previously noted in the responses to IXa and IXb above, while the Proposed Project may release hazardous materials into the environment with the disturbance of soil that may be contaminated by the polluted New River during construction, the Proposed Project would not emit hazardous emissions or handle hazardous materials within one-quarter mile of existing or proposed schools. As a result, the Proposed Project would not pose a risk to nearby schools and less than significant impacts would occur.

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?

d) A review of the Department of Toxic Substances Control's (DTSC's) and State Water Resources Control Board's (SWRCB's) databases (EnviroStor and Geotracker) were completed for the Proposed Project. The nearest cleanup site is located approximately 1.6 miles northeast of the Proposed Project. This cleanup site was deemed complete and the case was closed as of August 25, 1992 (SWRCB, 2019). The Proposed Project crosses the New River, which is a Class 4 contaminated waterway (Appendix C). The New River is included in the 2006 Clean Water Act Section 303 (d) list, which identifies waters that are too polluted or otherwise degraded to meet water quality standards set by states, territories, or authorized tribes. The New River conveys agricultural runoff from Mexicali and Imperial Valley, as well as contamination from urban runoff from Mexicali. The New River exhibits very poor water quality as it is known to transport community and industrial wastewater, raw and inadequately treated sewage, toxic industrial waste, garbage and other solid wastes, animal wastes, and occasionally geothermal wastewaters. As discussed above, direct contact with the New River would not be necessary as part of the Proposed Project's construction activities as these activities would take place from the banks. While direct contact with the New River would not be necessary as part of the Proposed Project's construction activities, soils on the Proposed Project site encountered during grading may be contaminated from the New River. If these soils are contaminated, a significant hazard to the public and environment may be created. The Proposed Project would implement mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 to minimize associated risks and ensure applicable statutory and regulatory standards and requirements are complied with in the event contaminated soils are encountered. With implementation of these mitigation measures, impacts related to the creation of a significant hazard to the public or environment would be reduced to less than significant levels.



- As the New River is known to contain bacteria-laden foam that can blow over to nearby sites on windy days, precautions shall be identified and taken when working close to the New River on windy days (wind gusts in excess of 15 miles per hour).
- Construction workers shall be prohibited from drinking water from the New River.
- To assist in preparing for the risk associated with construction activities close to the New River, a model risk assessment is available on the Occupational Safety and Health Administration website (<http://www.dir.ca.gov/dosh/>).

- b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

b) As previously stated, construction of the Proposed Project would require the use of chemicals and materials typically associated with precast concrete bridge structures, paving, and other chemicals associated with construction. The use of these materials would be temporary and would be limited by the construction duration and location and in quantity. Additionally, they would be transported, used, and disposed of in a manner that is consistent with the State requirements and manufacturers recommendations and would not create a significant hazard to the public or environment. As discussed above, the New River is a polluted waterway that flows underneath the Proposed Project. As a result of the pollution in the New River, the soils on the Proposed Project site may be contaminated and, if contaminated, could create a significant hazard and release of hazardous materials into the environment during grading. Implementation of mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 would ensure that the Proposed Project would not release hazardous materials into the environment and create a significant hazard if contaminated soils are encountered.

The Proposed Project, as a bridge replacement project, would not involve the use of hazardous materials during operation. Thus, operation of the Proposed Project would not create a significant hazard to the public or environment through the accidental release of hazardous materials into the environment. Therefore, implementation of mitigation measures would reduce impacts related to hazardous materials to less than significant levels.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

c) The closest school, Westmorland Elementary School is located approximately 4.7 miles southeast of the Proposed Project site (Google Earth, accessed 2019). As previously noted in the responses to IXa and IXb above, while the Proposed Project may release hazardous materials into the environment with the disturbance of soil that may be contaminated by the polluted New River during construction, the Proposed Project would not emit hazardous emissions or handle hazardous materials within one-quarter mile of existing or proposed schools. As a result, the Proposed Project would not pose a risk to nearby schools and less than significant impacts would occur.

- 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?

d) A review of the Department of Toxic Substances Control's (DTSC's) and State Water Resources Control Board's (SWRCB's) databases (EnviroStor and Geotracker) were completed for the Proposed Project. The nearest cleanup site is located approximately 1.6 miles northeast of the Proposed Project. This cleanup site was deemed complete and the case was closed as of August 25, 1992 (SWRCB, 2019). The Proposed Project crosses the New River, which is a Class 4 contaminated waterway (Appendix C). The New River is included in the 2006 Clean Water Act Section 303 (d) list, which identifies waters that are too polluted or otherwise degraded to meet water quality standards set by states, territories, or authorized tribes. The New River conveys agricultural runoff from Mexicali and Imperial Valley, as well as contamination from urban runoff from Mexicali. The New River exhibits very poor water quality as it is known to transport community and industrial wastewater, raw and inadequately treated sewage, toxic industrial waste, garbage and other solid wastes, animal wastes, and occasionally geothermal wastewaters. As discussed above, direct contact with the New River would not be necessary as part of the Proposed Project's construction activities as these activities would take place from the banks. While direct contact with the New River would not be necessary as part of the Proposed Project's construction activities, soils on the Proposed Project site encountered during grading may be contaminated from the New River. If these soils are contaminated, a significant hazard to the public and environment may be created. The Proposed Project would implement mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 to minimize associated risks and ensure applicable statutory and regulatory standards and requirements are complied with in the event contaminated soils are encountered. With implementation of these mitigation measures, impacts related to the creation of a significant hazard to the public or environment would be reduced to less than significant levels.

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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? e) The Proposed Project would not be located within an airport land use plan or within 2 miles of an airport and would not result in a safety hazard for people residing or working in the Proposed Project area. The nearest airport to the Proposed Project is the Cliff Hatfield Memorial Airport which is located approximately 7.2 miles northeast of the Proposed Project site.	<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? f) The Proposed Project would be designed to applicable County and AASHTO standards and, as a result, provide adequate emergency access. The Proposed Project would not reduce the number of traffic lanes or create physical barriers along Lack Road. As the existing bridge has been closed to traffic for over one (1) year due to severe deterioration of some of the pile supports, implementation of the Proposed Project would improve all existing emergency access for adjacent properties and the surrounding community and reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. Therefore, implementation of the Proposed Project would not physically interfere or otherwise impair emergency response or emergency evacuation in the County.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? g) There are no wildlands located adjacent to or within the vicinity of the Proposed Project. In addition, the California Department of Forestry and Fire Protection (CAL FIRE) maintains maps of recommended Very High Fire Hazard Severity Zones (VHFHSZs). According to the map prepared by CAL FIRE for the County, the Proposed Project is located within a Local Responsibility Area (LRA) classified as Unzoned, with the nearest VHFHSZ located approximately 25 miles northwest of the Proposed Project (CAL FIRE, 2007). The Proposed Project would not expose people or structures to the risk of loss, injury, or death as a result of wildland fires beyond existing conditions as a bridge replacement project outside a VHFHSZ. As such, neither people nor structures would be exposed to an anticipated significant risk or loss associated with wildland fires.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Cumulative Impacts:**

The Proposed Project, as a bridge replacement project, does not pose a direct significant health threat either in the surrounding area or the County. The New River is a Class 4 contaminated waterway and flows underneath the Proposed Project site (Appendix C). As such, the Proposed Project may release hazardous materials into the environment with the disturbance of soil at the Proposed Project site during construction if the soils are contaminated by the polluted New River. However, potentially contaminated soil from the New River as a result of construction of the Proposed Project would be site specific and there is little cumulative relationship between potentially contaminated soils on the Proposed Project site and any related projects. As a result, less than significant cumulative impacts would occur.

**X. HYDROLOGY AND WATER QUALITY**

**Would the project:**

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? a) The Proposed Project would be completed in compliance with the established federal, State, and local water quality standards and these standards would apply to all related construction activities as well as storm water and waste discharge from the Proposed Project site during construction. A SWPPP is required for the Proposed Project, and coverage under the Statewide general National Pollutant Elimination System (NPDES) Permit (Construction General Permit [CGP], 2009-0009-DWQ [as amended by 2010-0014-DWQ and 2012-0006-DWQ] – General Permit No. CAS000002) is required. This coverage includes the preparation of a SWPPP prior to grading activities. The SWPPP would address:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Site Design BMPs;</li> <li>• Routine structural and non-structural Source Control BMPs;</li> <li>• Treatment Control BMPs, including consideration of a regional or watershed approach; and</li> <li>• Inspection/Maintenance BMPs.</li> </ul>				

The proposed grading activities that would occur in support of the Proposed Project would maintain the existing drainage

pattern at the Proposed Project site.

The Draft Foundation Report (Appendix C) stated groundwater was encountered in exploratory borings at depths between approximately 18 and 19 feet below ground surface. Additionally, water elevation measurements were taken at the New River beneath the existing bridge at approximately 12 feet below the existing roadway. Per the County Health Department, the New River is polluted with both biological and chemical wastes and has been designated as a Class 4 contaminated waterway (Appendix C). As discussed above in Response IXd, the New River is included in the 2006 Clean Water Act Section 303 (d) list, which identifies waters that are too polluted or otherwise degraded to meet water quality standards set by states, territories, or authorized tribes. The New River conveys agricultural runoff from Mexicali and Imperial Valley, as well as contamination from urban runoff from Mexicali. The New River exhibits very poor water quality as it is known to transport community and industrial wastewater, raw and inadequately treated sewage, toxic industrial waste, garbage and other solid wastes, animal wastes, and occasionally geothermal wastewaters. The Proposed Project, as a bridge replacement project, would not result in the discharge of pollutants into the already contaminated New River during operation. However, the grading phase of Proposed Project construction would require temporary disturbance of soils, which could potentially result in the degradation of water quality (surface and groundwater) if the soils are contaminated from the New River. Additionally, during grading and construction, pollutants including sediments, petroleum products, trash, concrete waste, sanitary waste, and chemicals may occur on-site which could also have detrimental effects on water quality. The Proposed Project would implement mitigation measures MM-WQ-1, MM-AQ-1 (see Section III, *Air Quality*, above), and MM-HAZ-1 through MM-HAZ-6 (see Section IX, *Hazards and Hazardous Materials*, above) to ensure impacts to water quality standards and surface and groundwater quality would be less than significant.

**MM-WQ-1:**

The Applicant shall implement and inspect BMPs. BMP implementation and maintenance for the SWPPP shall be verified through inspection, self-certification, survey or other effective measure by the Applicant, or authorized agent as approved by County Public Works Department. Records (maintenance, operations, inspections) of the BMPs will be made available to the County upon request.

- b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

b) As discussed above, the Draft Foundation Report (Appendix C) stated groundwater was encountered in exploratory borings at depths between approximately 18 and 19 feet below ground surface. Additionally, water elevation measurements were taken at the New River beneath the existing bridge at approximately 12 feet below the existing roadway. The existing bridge would be removed without the need to be in the New River. All construction activities are anticipated to take place from the banks. If temporary dewatering is necessary, the means and methods of any dewatering scheme shall be established by a local contractor and would require a permit and plan that complies with CRRWQCB regulations (MM-WQ-2). Minimal water use would be required for construction activities as part of the Proposed Project and would be limited to dust suppression. The water used for such activities would be obtained off-site and would not require the use of groundwater. Thus, the Proposed Project, as a bridge replacement project, is not expected to use any groundwater. Accordingly, with implementation of mitigation measure (MM-WQ-2), the Proposed Project would not substantially deplete groundwater supplies nor interfere substantially with groundwater recharge; therefore, impacts would be less than significant.

**MM-WQ-2:**

If temporary dewatering is necessary, the actual means and methods of any dewatering scheme shall be established by a contractor with local experience. Temporary dewatering shall require a permit and plan that complies with CRRWQCB regulations.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
- (i) result in substantial erosion or siltation on- or off-site;

(i) During Proposed Project construction, erosion could result from construction activities, including the operation of heavy machinery, grading activities, excavation, or wind or water erosion of stockpiled fill/excavated materials at staging areas. Erosion would be minimized through the implementation of BMPs such as limiting the amount of disturbed soil to the extent possible, preventing runoff from the site, and ensuring compliance with the SWPPP, discussed above. In addition, the Proposed Project site is relatively flat with low levels of natural erosion (County of Imperial, n.d.). As such, the Proposed Project would not result in substantial erosion or siltation on- or off-site with implementation of BMPs and compliance with the SWPPP. Therefore, impacts would be less than significant.

- (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or

offsite;

(ii) The New River flows under the Proposed Project site. Water elevation measurements were taken at the New River beneath the existing bridge and were approximately 12 feet below the existing roadway. The Proposed Project includes the replacement of an existing bridge with a new bridge within the same alignment of the existing bridge. An IID culvert is located to the east of the Proposed Project site and empties into the New River. The Proposed Project would not result in alterations or relocation of the IID culvert. As such, the Proposed Project would not substantially increase the rate or amount of surface runoff that would result in flooding of the New River. Therefore, less than significant impacts would occur.

- (iii) 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; or;
- |                          |                                     |                          |                          |
|--------------------------|-------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|-------------------------------------|--------------------------|--------------------------|

(iii) The Proposed Project consists of the replacement of an existing bridge with a new bridge structure within the alignment of the existing bridge over the New River. As a bridge replacement project, no increase in runoff water is expected to result from the design of the Proposed Project. As discussed above, an IID culvert is located to the east of the Proposed Project site that empties into the New River. The Proposed Project would not be expected to result in alterations or relocation of the IID culvert. Therefore, the Proposed Project would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems. As discussed above, the Proposed Project would include grading during construction, which would disturb soils on-site. These soils may be contaminated from the New River, which could provide additional sources of polluted runoff. However, the Proposed Project would implement MM-WQ-1, MM-AQ-1 (see Section III, Air Quality, above), and MM-HAZ-1 through MM-HAZ-6 (see Section IX, Hazards and Hazardous Materials, above), which would reduce impacts related to the addition of polluted runoff sources to less than significant levels.

- (iv) impede or redirect flood flows?
- |                          |                          |                                     |                          |
|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|-------------------------------------|--------------------------|

(iv) The Proposed Project consists of the replacement of an existing bridge with a new bridge structure within the alignment of the existing bridge over the New River. Though the New River flows beneath the Proposed Project site, the existing bridge would be removed without the need to be in the New River. As all construction activities are anticipated to take place from the banks of the New River, the Proposed Project would not impede or redirect flood flows. Therefore, less than significant impacts would occur.

- d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?
- |                          |                                     |                          |                          |
|--------------------------|-------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|-------------------------------------|--------------------------|--------------------------|

d) The Proposed Project is not within a tsunami zone (see Appendix C; California Department of Conservation, 2019). The Draft Foundation Report stated that though there have been no documented occurrences of seiches at the Salton Sea (located approximately 2.3 miles northwest of the Proposed Project site), it is likely that one (1) could occur due to the relatively shallow depth and seismic exposure. However, the Draft Foundation Report determined, given the Proposed Project site's distance to the Salton Sea and that the Proposed Project site is approximately 15 feet higher than the surface of the Salton Sea, the potential for seiches affecting the Proposed Project site is considered low.

The Proposed Project is located in Zone A, which is a special flood area and a 100-year flood hazard area by the Federal Emergency Management Agency (FEMA, 2008). The New River flows beneath the existing bridge within the Proposed Project site. As discussed above, the New River is polluted with both biological and chemical wastes and has been designated as a Class 4 contaminated waterway (Appendix C). Thus, should flooding of the New River occur, pollutants may be released. As discussed above, the existing bridge would be removed without the need to be in the New River. All Proposed Project construction activities are anticipated to take place from the banks. Nevertheless, while the release of pollutants would not be directly caused by Proposed Project, pollutants would indirectly be released from the polluted New River. Typical earthwork guidelines would be implemented for the Proposed Project, including taking precautions during site clearing, excavation, and grading to protect the Proposed Project site from flooding, ponding, or inundation (i.e., temporary provisions during the rainy season and pumps to remove water). In addition, the Proposed Project would implement BMPs, comply with the SWPPP, and comply with mitigation measures MM-AQ-1 (see Section III, Air Quality, above) and MM-HAZ-6 (see Section IX, Hazards and Hazardous Materials, above), which would reduce potential impacts to hydrology and water quality related to release of pollutants due to project inundation in a flood zone to less than significant levels.

- e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?
- |                          |                                     |                          |                          |
|--------------------------|-------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|-------------------------------------|--------------------------|--------------------------|

e) As discussed, the increase in impervious surfaces posed by the Proposed Project would create and contribute to additional runoff. However, the Proposed Project is designed to include BMPs to capture and control the rate of runoff. Implementation of MM-WQ-1 would ensure that additional runoff water would not exceed the capacity of existing stormwater drainage systems or provide substantial additional sources of polluted runoff and therefore result in less than significant

impacts.

**Cumulative Impacts:**

The Proposed Project could result in potential impacts related to water quality standards as a result of the Proposed Project's proximity to the polluted New River and the potential presence of contaminated soils on-site. Cumulative projects in the vicinity, individually and cumulatively, could potentially increase and contribute to the degradation of water quality, resulting in cumulative impacts to hydrology and surface water quality. However, as with the Proposed Project, each of the cumulative projects would also be subject to NPDES Permit requirements for both construction and operation. Projects would be required to develop a SWPPP and would be evaluated individually to determine appropriate BMPs to minimize water quality and hydrologic impacts. In addition, the County Public Works Department reviews all development projects on a case-by-case basis to ensure that sufficient local and regional drainage capacity is available. Furthermore, with implementation of mitigation measures discussed above, the Proposed Project's impacts to hydrology and water quality would be reduced to less than significant levels. Thus, the Proposed Project's contribution to cumulative impacts to hydrology and water quality would be less than significant.

**XI. LAND USE AND PLANNING**

**Would the project:**

The Proposed Project site is surrounded by land designated as Agriculture and zoned as A-3. The County's Zoning Code (Title 9, Chapter 9: A-3 [Heavy Agriculture]) provides the following description for the Heavy Agriculture land use district, and is provided below:

The purpose of the A-3 (Heavy Agriculture) [40 acres or larger typical] Zone is to designate areas that are suitable for agricultural land uses; to prevent the encroachment of incompatible uses onto and within agricultural lands; and to prohibit the premature conversion of such lands to non-agricultural uses. It is a land use that is to promote the heaviest of agricultural uses in the most suitable land areas of the County. Uses in the A-3 zoning designation are limited primarily to agricultural related uses and agricultural activities that are compatible with agricultural uses.

The predominant land use in the vicinity of the Proposed Project is agricultural.

- a) Physically divide an established community?

a) The Proposed Project would be constructed within the same alignment as the existing bridge. The proposed use, design and scale would be consistent with the existing land use and development in the surrounding area. As the existing bridge has been closed for over a year due to severe deterioration, operation of a new and improved bridge as a result of the Proposed Project would improve all existing access to adjacent properties and the surrounding community and reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. The Proposed Project would not include any physical barriers or features that would divide an established community.

- b) 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?

b) While the Proposed Project is surrounded by land designated as Agriculture and zoned A-3 (Heavy Agriculture), the Proposed Project consists of the replacement of an existing bridge with a new and improved bridge structure that would be reconstructed in the same alignment as the existing bridge over the New River. The Proposed Project would not alter the existing use of the Proposed Project site and, as such, be consistent with all applicable land use plans, policies, and regulations. The Proposed Project would be consistent with the goals and policies of the County General Plan, County Municipal Code, and related ordinances. As further discussed in Section IV. *Biological Resources*, above, the Proposed Project is not located within an area covered by an adopted HCP or NCCP. Therefore, less than significant impacts would occur.

**Cumulative Impacts:**

As indicated above, Proposed Project implementation is consistent with the existing land use on the Proposed Project site and compatible with the surrounding land uses in the Proposed Project environs. Therefore, implementation of the Proposed Project will not result in any cumulative land use impacts.

**XII. MINERAL RESOURCES**

**Would the project:**

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

a) There are no locally-important mineral resources underlying the Proposed Project site (County General Plan, Conservation

and Open Space Element, 2016). The Proposed Project would not contain elements that would remove, damage, or otherwise result in the loss of a known mineral resource. Therefore, the Proposed Project would not result in the loss of availability of a known mineral resource.

- 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?
- b) There are no mineral recovery sites within or neighboring the Proposed Project area (County General Plan, Conservation and Open Space Element, 2016). Therefore, the Proposed Project would not result in the loss of a locally-important mineral resource recovery site.

**Cumulative Impacts:**

As identified above, the Proposed Project is not designated for mineral resources either by the State of California or the County and is not known to contain such resources. As a result, no mineral resources would be lost with site development and no cumulative impacts would occur.

**XIII. NOISE**

The County has established noise standards and noise limitations for construction-related activities. The County General Plan Noise Element states construction noise from a single piece of equipment or a combination of equipment, shall not exceed 75 dB L<sub>eq</sub>, when averaged over an eight (8) hour period, and measured from the nearest sensitive receptor. Additionally, operation of construction equipment in the County is limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and 9 a.m. to 5 p.m. on Saturday with no commercial construction operations permitted on Sunday or holidays (County of Imperial, 2015).

The County has also established land use compatibility noise guidelines. The County General Plan Noise Element provides noise criteria for various land-use designations to determine land use compatibility (see Table 1, County Noise/Land Use Compatibility Guidelines).

**TABLE 1: COUNTY NOISE/LAND USE COMPATIBILITY GUIDELINES**

Land Use Category	Average-Daily Noise Level (dBA Community Noise Equivalent Level (CNEL))			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential	<60	60-70	70-75	>75
Transient Lodging-Motels, Hotels	<60	60-75	70-80	>80
Schools, Libraries, Churches, Hospitals, Nursing Homes	<60	60-70	70-80	>80
Auditoriums, Concert Halls, Amphitheaters	--	<70	--	>70
Sports Arena, Outdoor Spectator Sports	--	<70	70-75	>75
Playgrounds, Neighborhood Parks	<70	--	70-75	>75
Golf Courses, Riding Stables, Water Recreation, Cemeteries	<70	--	70-80	>80
Office Buildings, Business Commercial and Professional	<65	65-75	75-80	>80
Industrial, Manufacturing, Utilities, Agriculture	<70	70-75	75-80	>80

Source: County of Imperial, California, General Plan Noise Element, 2015.

**Notes:**

**Normally Acceptable:** Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

**Conditionally Acceptable:** New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design.

**Normally Unacceptable:** New construction or development should be discouraged. If new construction or development does proceed a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design. **Clearly Unacceptable:** New construction or development clearly should not be undertaken.

CNEL is a measure of cumulative noise exposure or the weighted average sound level over a 24-hour period. Many cities and counties use CNEL to apply more conservative evening hour corrections to a 24-hour noise level in order to account for noise sensitive time periods during the evening and night hours when sound appears louder.

The County General Plan Noise Element states a substantial increase in noise levels would be an increase of 5.0 dBA Community Noise Equivalent Level (CNEL) or greater where noise levels are less than the County's normally acceptable noise levels without project implementation. If the noise level without project implementation exceeds the County's normally acceptable noise levels, an increase of 3.0 dBA CNEL or greater would be considered a substantial increase.

The County Noise Abatement and Control Ordinance (Title 9 Division 7, 2017) provides property line noise limitations consistent with the County General Plan Noise Element. The one (1) hour average sound level limit for agricultural land uses is 70 dBA.

The County has also adopted a Right to Farm Ordinance (No.1031). The Right to Farm Ordinance requires a disclosure to land owners near agricultural land operations or areas zoned for agriculture. The disclosure advises land owners that discomfort and inconvenience from machinery and aircraft noise resulting from conforming and accepted agricultural operations as normal and necessary aspect of living in the agricultural areas of the County (County of Imperial, 2015).

**Would the project result in:**

- 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 or noise ordinance, or applicable standards of other agencies?
- a) Construction Noise

The Proposed Project would be expected to generate short-term noise associated with construction activities. The Proposed Project would be required to comply with the County General Plan Noise Element, which as discussed above requires construction activities to be completed between the hours of 7 a.m. to 7 p.m. Monday through Friday, and from 9 a.m. to 5 p.m. on Saturday with no commercial construction operations permitted on Sunday or holidays (County of Imperial, 2015). The USEPA has compiled data regarding the noise generated by typical construction activities (see Table 2, Typical Construction Activity Noise). As shown in Table 2, noise levels would be reduced with distance from construction activities, approximately 6 dBA per doubling distance. As a bridge replacement project, not all typical construction activities presented in Table 2 apply, however, at a minimum grading would be required during construction of the Proposed Project.

**TABLE 2: TYPICAL CONSTRUCTION ACTIVITY NOISE**

Construction Phase	Noise Levels at 50 Feet with Mufflers (dBA L <sub>eq</sub> )	Noise Levels at 100 Feet with Mufflers (dBA L <sub>eq</sub> )	Noise Levels at 200 Feet with Mufflers (dBA L <sub>eq</sub> )
Ground Clearing	82	76	70
Excavation, Grading	86	80	74
Foundations	77	71	65
Structural	83	77	71
Finishing	86	80	74

Source: United States Environmental Protection Agency, Noise from Construction Equipment and Operations, Building Equipment and Home Appliances, PB 206717, 1971.

Agricultural land surrounds the Proposed Project site. The nearest sensitive receptors are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project. Based on the noise generated by typical construction activities shown in Table 2, above, and the fact that noise levels reduce approximately 6 dBA per doubling distance, noise experienced at the nearest sensitive receptors would not exceed the County's 75 dB L<sub>eq</sub> threshold as a result of the Proposed Project's construction activities. Compliance with the County General Plan Noise Element and implementation of MM-NOISE-1 through MM-NOISE-3 would ensure that the Proposed Project's construction noise impacts would be less than significant.

**Operational Noise**

The existing bridge has been closed to traffic for over one (1) year due to severe deterioration of some of the pile supports. As such, noise generated from traffic does not currently exist at the Proposed Project site. The primary sources of noise in the Proposed Project area include vehicular traffic along the surrounding roadways (including Vail Road, located approximately 0.3 mile north of the Proposed Project site, and Foulds Road, located approximately 0.2 mile south of the Proposed Project site) and agricultural operations such as heavy equipment and vehicle use.

As discussed above, the County Noise Abatement and Control Ordinance (Title 9 Division 7, 2017) limits one (1) hour average sound in agricultural uses to 70 dBA. Additionally, as shown above in Table 1, the County's normally acceptable noise levels for agricultural land uses is less than 70 dBA CNEL. As discussed above, according to the County General Plan Noise Element, a substantial increase in noise levels would be an increase of 5.0 dBA CNEL or greater where noise levels are less than the County's normally acceptable noise levels without project implementation. If the noise level without project implementation exceeds the County's normally acceptable noise levels, an increase of 3.0 dBA CNEL or greater would be considered a substantial increase.

During operation, the Proposed Project's new bridge would generate traffic noise. Should the existing noise levels at the Proposed Project area be less than the County's normally acceptable noise levels for agricultural land uses (less than 70 dBA CNEL), then the Proposed Project would result in a substantial noise increase if the Proposed Project's traffic noise would generate approximately 73.2 dBA or more. Agricultural operations, which can typically include the use of heavy-duty equipment, could reach maximum noise levels of approximately 85 dBA at 50 feet. Should existing noise levels at the

Proposed Project area be approximately 85 dBA and, therefore, exceed the County's normally acceptable noise levels, the Proposed Project would result in a substantial noise increase if the Proposed Project's traffic noise would generate approximately 84.9 dBA or more.

Levels of highway traffic noise typically range from 70 to 80 dBA at a distance of 50 feet from the highway (United States Department of Transportation Federal Highway Administration, 2017). The Proposed Project's new bridge would generate traffic noise. However, because the new bridge would be located on Lack Road, a Minor Collector road classified by the County, and only contain two travel lanes, it is anticipated the new bridge would be used by the surrounding community's marginal number of commuters that either live or work along that stretch of Lack Road. As such, it is expected that the traffic noise generated by the Proposed Project would be substantially lower than the typical 70 to 80 dBA at a distance of 50 feet from a highway. Thus, the Proposed Project's traffic noise would be expected to generate less than 73.2 dBA and 84.9 dBA and, therefore, not result in a substantial noise increase in ambient noise in the vicinity of the Proposed Project.

Noise generated from heavily traveled roads typically attenuates at about 3 dBA per doubling distance. The nearest sensitive receptors are residences located approximately 1.1 miles south and 1.9 miles northeast of the Proposed Project. Due to the anticipated traffic noise generated by the Proposed Project and traffic noise attenuation, a substantial increase in ambient noise levels at these sensitive receptors would not occur. Therefore, impacts would be less than significant.

**MM-NOISE-1:**

In compliance with the County General Plan Noise Element, operation of construction equipment shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and 9 a.m. to 5 p.m. on Saturday. No commercial construction operations shall be permitted on Sunday or holidays.

**MM-NOISE-2:**

Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.

**MM-NOISE-3:**

Construction contractors shall equip all construction equipment with properly operating and maintained mufflers, consistent with the manufacturer's standards.

- b) Generation of excessive groundborne vibration or groundborne noise levels?

b) High levels of groundborne noise and groundborne vibration is generated during construction related activities such as excavation, large mechanical pile driving machines, or the use of heavy earthmoving equipment. According to the Federal Transit Administration (FTA), construction equipment could generate vibration velocities at a maximum of 0.089 peak particle velocity (PPV) from a large bulldozer (FTA, 2006). During operation, groundborne noise and groundborne vibration is generated by heavy-duty vehicular travel (e.g., refuse trucks, delivery trucks, and transit buses) on local roadways. Trucks and buses typically generate groundborne vibration velocity levels of around 63 VdB at 50 feet, and these levels could reach 72 VdB where trucks and buses pass over bumps in the road (FTA, 2006). Loaded trucks can result in a vibration level of approximately 0.076 PPV at a reference distance of 25 feet.

The most restrictive threshold for building damage is 0.12 PPV for historic buildings and buildings that are extremely susceptible to vibration damage (FTA, 2006). Regarding human annoyance resulting from groundborne vibration during construction, the FTA has established a vibration impact threshold of 80 VdB and above at residences and buildings where people normally sleep (FTA, 2006). The nearest building is approximately 1.1 miles south of the Proposed Project. The nearest sensitive receptors are residences located approximately 1.1 miles and 1.9 miles northeast of the Proposed Project. Due to distance, vibration generated by the Proposed Project during construction would not result in the generation of vibration in excess of vibration thresholds at the nearest building or the nearest noise sensitive receptors. Therefore, implementation of MM-NOISE-1 through MM-NOISE-3 would ensure that the Proposed Project's construction groundborne vibration impacts would be less than significant.

- c) For a project located within the vicinity of a private airstrip or 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 expose people residing or working in the project area to excessive noise levels?

c) The Proposed Project would not be located within an airport land use plan or within 2 miles of an airport and would not result in a safety hazard for people residing or working in the Proposed Project area. The nearest airport to the Proposed Project is the Cliff Hatfield Memorial Airport which is located approximately 7.2 miles northeast of the Proposed Project site.

**Cumulative Impacts:**

Cumulative noise impacts could occur as a result of increased traffic volumes on local roadways due to future growth and increased development in the vicinity of the Proposed Project site. Cumulative traffic noise impacts are based on the difference between existing traffic volumes and future traffic volumes after build out of the project and in combination with related projects currently



being proposed or built within the vicinity of the Proposed Project site. There are no other projects in the vicinity of the Proposed Project such that a meaningful contribution of traffic or noise would result in a cumulative effect such that noise levels would substantially increase (a substantial increase in noise levels would be an increase of 5.0 dBA CNEL or greater where noise levels are less than the County's normally acceptable noise levels without project implementation. If the noise level without project implementation exceeds the County's normally acceptable noise levels, an increase of 3.0 dBA CNEL or greater would be considered a substantial increase). Cumulative impacts would be less than significant.

**XIV. POPULATION AND HOUSING**

**Would the project:**

- a) 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)?

a) The Proposed Project would consist of the replacement of the severely deteriorated existing bridge with a new precast concrete bridge along Lack Road over the New River. No housing units are proposed. While the Proposed Project would provide a few temporary employment opportunities during construction, it is expected that these jobs would be filled by the workforce in the surrounding communities; therefore, no indirect population growth is anticipated. As a bridge replacement project, no growth inducing extensions of infrastructure, including roadways, are proposed as part of the Proposed Project. As such, the Proposed Project would be consistent with the grown and development in the area and would not induce population growth in the area, either directly or indirectly.

- b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

b) As a bridge replacement project, there are no housing facilities located on the Proposed Project site. While there are a few scattered residences on the surrounding agricultural land, no housing units would be removed as part of the Proposed Project. As such, there would be no displacement of any person or persons. The Proposed Project would not alter the location, distribution, density, or growth of the human population in the area. Therefore, the Proposed Project would not be expected to result in impacts to population and housing related to displacement of people or housing necessitating the construction of replacement housing.

**Cumulative Impacts:**

The Proposed Project is consistent with the County's General Plan. As a bridge replacement project, the Proposed Project would not contribute to cumulative effect as no housing and no displacement of people or housing are proposed. Therefore, the Proposed Project's cumulative contribution would not significantly impact population and housing.

**XV. PUBLIC SERVICES**

- a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, 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 public services:

- 1) Fire Protection?

1) The Proposed Project area is serviced by the Imperial County Fire Department (ICFD). The ICFD has eight (8) stations and six (6) contracting agencies providing fire protection services throughout the County (ICFD, 2019). The nearest fire station to the Proposed Project site is the Westmorland Volunteer Fire Station, located approximately 4.5 miles southeast of the Proposed Project site. The fire station currently operates with 22 volunteers and one part-time fire chief. It serves the areas within the City of Westmorland and the County (City of Westmorland, 2019). The Proposed Project would replace the severely deteriorated existing bridge along Lack Road over the New River with a new precast concrete bridge. The existing bridge would be removed without the need to be in the New River. The new bridge dimensions would be 35 feet and 6 inches wide by 125 feet long, with a structure depth of 7 feet and 0.875 inches. The Proposed Project's new bridge would be reconstructed at approximately the same alignment with two (2) 12-foot lanes designed to support a 55 mph vehicular speed. Shoulder widths would be 4 feet on the bridge, and would transition to the existing width at the roadway conform points. All construction activities are anticipated to take place from the banks. The existing bridge has been non-operational for over a year. As such, no traffic detour plan or temporary signage would be needed during construction. The Proposed Project would

not include any other land uses and, therefore, would not induce population growth in the Proposed Project area necessitating the need for additional fire protection. The Proposed Project would comply with applicable requirements of ICFD and construction plans would be subject to approval by ICFD. Therefore, the Proposed Project would not increase demand for fire protection services, nor degrade the quality of existing fire protection services.

2) Police Protection?      
 2) The Imperial County Sheriff's Office (ICSO) provides law enforcement services in the County. The nearest ICSO station is located approximately 10.5 miles southeast of the Proposed Project. The Proposed Project would replace the severely deteriorated existing bridge along Lack Road over the New River with a new precast concrete bridge. As a bridge replacement project, the Proposed Project would not include any other land uses. The Proposed Project would therefore not induce population growth in the area. As a result, no additional police protection would be required. Therefore, the Proposed Project would not increase demand for police protection services, nor degrade the quality of existing police protection services.

3) Schools?      
 3) The Proposed Project would not directly increase demand for public schools in the County. As a bridge replacement project, the Proposed Project would not generate employment that result in a substantial demand on school services. Furthermore, as discussed in Section XIV. *Population and Housing*, above, the Proposed Project would not directly or indirectly induce any population growth in the Proposed Project area. Therefore, the Proposed Project would not increase demand on schools.

4) Parks?      
 4) The Parks and Recreation Division of the County Department of Public Works is dedicated to the improvement, repair, expansion, and implementation of parks and recreation through the County. The nearest County park is Red Hill Park, located approximately 7 miles northeast of the Proposed Project. As discussed in Section XIV. *Population and Housing*, above, the Proposed Project would not directly or indirectly induce any population growth in the Proposed Project area. Therefore, the Proposed Project, as a bridge replacement project, would not cause an increase in population that would create a need for additional parks. As a result, the Proposed Project would not increase demand for park facilities.

5) Other Public Facilities?      
 5) The nearest public library, Imperial County Free Library, and post office are located approximately 7.8 miles east of the Proposed Project. As discussed in Section XIV. *Population and Housing*, above, the Proposed Project would not directly or indirectly induce any population growth in the Proposed Project area. No additional public facilities would be needed as a result of the Proposed Project. Therefore, the Proposed Project would not increase demand on other public facilities.

**Cumulative Impacts:**

The area in which the Proposed Project is located is currently supported by adequate public services, including fire protection, police protection, public school facilities, library, and park facilities. As a bridge replacement project, the Proposed Project would not substantially affect the existing level of public services provided in the area. Therefore, the Proposed Project's cumulative contribution to Public Services within the County would be considered less than significant.

**XVI. RECREATION**

The Parks and Recreation Division of the County Department of Public Works is dedicated to the improvement, repair, expansion, and implementation of parks and recreation through the County. The nearest County park is Red Hill Park, located approximately 7 miles northeast of the Proposed Project.

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?      
 a) The Proposed Project would entail the replacement of an existing bridge with a new and improved bridge structure within the same alignment as the existing bridge over the New River. As such, the Proposed Project would not directly or indirectly induce population growth in the project area necessitating the increase in use of existing neighborhood and regional parks. Accordingly, no impacts related to increased use of existing neighborhood and regional parks would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?      
 b) The Proposed Project is a bridge replacement project and, therefore, would not include or require the construction or expansion of recreational facilities. No impact would occur.

**Cumulative Impacts:**

The Proposed Project would not significantly increase the demand or wear for recreational facilities. Therefore, the Proposed Project would not contribute to cumulative adverse impacts to recreation facilities within the County.

**XVII. TRANSPORTATION**

**Would the project:**

- a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

a) During the construction of the new bridge along the same alignment as the existing bridge, Proposed Project-related traffic would be temporary. Traffic during construction would include workers traveling to and from the Proposed Project site, trucks hauling construction materials to the Proposed Project site, and transporting material off-site. Though the Proposed Project would generate construction traffic on the local roadway network and along this section of Lack Road which currently experiences no traffic since the existing bridge has been closed for over a year, the construction traffic would be temporary and occurring throughout the day, generally during non-peak hours. As such, the construction traffic would not generate a substantial impact to the surrounding roadways. Therefore, construction traffic would not be expected to conflict with a program plan, ordinance or policy addressing the circulation system, and impacts would be less than significant.

The County General Plan's Circulation and Scenic Highways Element was adopted in 2008, prior to the closure of the existing bridge. The Circulation and Scenic Highways Element was prepared in conjunction with the Southern California Association of Governments (SCAG) Regional Transportation Plan, "Destination 2030," and other related transportation planning documents (County of Imperial, 2008). The Circulation and Scenic Highways Element included projected street segment configurations and volumes throughout the County, including for Lack Road, which is designated as a Minor Collector road. Thus, traffic along this section of Lack Road and over the bridge was anticipated and accommodated for in the Circulation and Scenic Highways Element. As the new bridge would be within the same alignment and have the same number of lanes (one [1] in each direction) as the existing bridge, operation of the Proposed Project is not anticipated to generate an increase in traffic beyond the traffic accommodated for in the County's General Plan. Therefore, the Proposed Project would not conflict with a program plan, ordinance or policy addressing the circulation system, and operational impacts would be less than significant.

- b) Would the project conflict or be inconsistent with the CEQA Guidelines section 15064.3, subdivision (b)?

b) CEQA Guidelines 15064.3 states vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. CEQA Guidelines 15064.3 subdivision (b) provides several criteria for analyzing transportation impacts, including analyzing a project's VMT qualitatively when lead agencies may not be able to quantitatively estimate VMT for a project type. The Proposed Project would replace an existing deteriorated bridge that has been closed for over a year with a new bridge within the alignment of the existing bridge. The new bridge would have the same number of lanes (one [1] in each direction) as the existing bridge. Though the Proposed Project would generate more vehicular traffic than existing vehicular traffic on the Proposed Project site, due to the closure of the bridge, implementation of the Proposed Project would improve vehicular traffic on adjacent properties and roads in the surrounding community as the Proposed Project would circulate the traffic as well as reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. Additionally, the Governor's Office of Planning and Research (OPR) has developed a Technical Advisory on Evaluating Transportation Impacts in CEQA, which states replacement projects designed to improve the condition of existing transportation assets, including bridges, would not likely lead to a substantial or measurable increase in vehicle travel and, therefore, generally should not require an induced travel analysis (OPR; 2018). Thus, the Proposed Project is anticipated to be consistent with CEQA Guidelines section 15064.3 subdivision (b) and impacts are expected to be less than significant.

- c) Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

c) The Proposed Project would consist of the replacement of an existing severely deteriorated bridge with a new bridge designed to applicable County and AASHTO standards. As such, the Proposed Project would not include a geometric design feature that would increase hazards or result in incompatible uses. As commuters currently that live and work along this stretch of Lack Road are required to utilize lengthy detours due to the closure of the existing bridge for over a year, the Proposed Project would improve passage for commuters. The Proposed Project would comply with the standards of Caltrans and ICFD. Additionally, the Proposed Project would utilize standards as set out in the California Manual on Uniform Traffic

Control Devices for operational traffic control devices as appropriate and would further incorporate traffic control measures that are designed to ensure the safety of all road users. Therefore, the Proposed Project would result in less than significant impacts related to hazardous design features or incompatible uses.

- d) Result in inadequate emergency access?
- d) The Proposed Project would be designed to applicable County and AASHTO standards and, as a result, provide adequate emergency access. The Proposed Project would not reduce the number of traffic lanes or create physical barriers along Lack Road. As the existing bridge has been closed to traffic for over one (1) year due to severe deterioration of some of the pile supports, implementation of the Proposed Project would improve all existing emergency access for adjacent properties and the surrounding community and reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. Therefore, the Proposed Project would not include or create any physical barriers on roadways that would impede emergency access within the area or to the Proposed Project site.

**Cumulative Impacts:**

Proposed Project implementation is anticipated to contribute traffic along Lack Road. However, the Proposed Project would not generate an increase in traffic compared to the traffic generated on the existing bridge prior to its closure over a year ago or anticipated in the County's General Plan, as the Proposed Project's new bridge would be within the same alignment and have the same amount of lanes as the existing bridge. In addition, the Proposed Project would be design to applicable County and AASHTO standards. Furthermore, implementation of the Proposed Project would improve vehicular traffic on adjacent properties and roads in the surrounding community, as the Proposed Project would circulate the traffic as well as reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. Thus, as indicated in the preceding analysis, the Proposed Project's traffic impacts would be less than significant. Therefore, the Proposed Project's cumulative contribution would not result in significant cumulative transportation impacts.

**XVIII. TRIBAL CULTURAL RESOURCES**

- a) 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, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:
- |   |                                     |                                     |                          |
|---|-------------------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/>  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section 5020.1(k), or | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(i) Should it be determined that the Proposed Project requires a Notice of Preparation or a Notice of ND/MND, the Lead Agency would be required to conduct formal consultation with California Native American Tribes who identify as being traditionally and culturally affiliated with the Proposed Project area pursuant to AB 52 to determine potential impacts to tribal cultural resources as defined in Public Resources Code Section 21074. The CEQA Lead Agency must begin the AB 52 consultation process prior to the release of a ND, MND, or EIR. The AB 52 consultation process shall begin with the Lead Agency providing written notification to California Native American Tribes who identify as being traditionally and culturally affiliated with the Proposed Project area. The written notification would include a brief description of the Proposed Project, its location, the contact information for the ICPDS, the Lead Agency for the Proposed Project, and notification that the California Native American Tribe has 30 days to request consultation. AB 52 consultation notification letter was sent by the ICPDS on December 10, 2019. Response comment letters were received from the Quechan Indian Tribe (via email) on December 13, 2019, December 23, 2019 and February 7, 2020 (see Appendix D). A comment letter from Campo Band of Mision Indians was received on December 19, 2019 (see Appendix D). The comments provided by the Quechan Indian Tribe have been acknowledged by the ICPDS and the Cultural Resources Survey Report (Appendix B) has been updated accordingly. Based on the information provided by the Campo Band of Mission Indians, the ICPDS is willing to implement MM-TCR-1 through MM-TCR-3 for the Proposed Project to ensure impacts to tribal cultural resources would be avoided or reduced to less than significant levels.

**MM-TCR-1:**

During ground disturbing activities for the Proposed Project, a Kumeyaay cultural monitor from the Campo Band of Mission Indians shall be present to ensure Kumeyaay cultural resource are not overlooked.

**MM-TCR-2:**

During construction, should the Proposed Project disturb the cultural landscape or the ancestors of the Campo

**Band of Mission Indians, the Applicant and the ICPDS shall coordinate with the Campo Band of Mission Indians to determine the best course of action.**

**MM-TCR-3:**

**Should ancestral remains of the Campo Band of Mission Indians be disturbed during the construction of the Proposed Project, the Applicant and the ICPDS shall coordinate with the Campo Band of Mission Indians to provide financial compensation for the disturbance and displacement of those ancestral remains.**

- |   |                          |                                     |                          |                          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| 2. 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 Resource 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"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

**(ii) As discussed above, the ICPDS sent AB 52 consultation notification letters on December 10, 2019 and received response comment letters from the Quechan Indian Tribe (via email) on December 13, 2019, December 23, 2019 and February 7, 2020. A comment letter was received from the Campo Band of Mission Indians on December 19, 2019 (see Appendix D). The comments provided by the Quechan Indian Tribe have been acknowledged by the ICPDS and the Cultural Resources Survey Report (Appendix B) has been updated accordingly. Based on the information provided by the Campo Band of Mission Indians, the ICPDS is willing to implement MM-TCR-1 through MM-TCR-3, above, for the Proposed Project. The Proposed Project would comply with these mitigation measures to avoid or reduce impacts to tribal cultural resources to less than significant levels.**

**Cumulative Impacts:**

**Based on the response comment letters from the Campo Band of Mission Indians received by the ICPDS, implementation of MM-TCR-1 through MM-TCR-3, above, would avoid or reduce impacts to tribal cultural resources to less than significant levels. Similar to the Proposed Project, any related projects would be required to conduct AB 52 consultation and analyze and mitigate potential impacts to tribal cultural resources. Any related project sites that contain tribal cultural resources would be required to comply with site specific mitigation measures to avoid or reduce potential impacts. Therefore, cumulative impacts would be less than significant.**

**XIX. UTILITIES AND SERVICE SYSTEMS**

**Would the project:**

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

**a) The Proposed Project consists of the replacement of an existing bridge with a new and improved bridge structure within the same alignment as the existing bridge over the New River. Minimal water use would be required for construction activities as part of the Proposed Project. Construction water use would be limited to dust suppression. The water used for such activities would be obtained off-site and would not require any new water connections. An IID culvert is located to the east of the Proposed Project site that empties into the New River. The Proposed Project would not be expected to result in alterations or relocation of the IID culvert. As such, the Proposed Project would not cause for the relocation or construction of water or wastewater. Therefore, Proposed Project impacts associated with the relocation or construction of water or wastewater would be considered less than significant.**

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Have sufficient water supplies available to serve the project from existing and reasonably foreseeable future development during normal, dry and multiple dry years? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

**b) As discussed in Response XIXa, above, water for the Proposed Project would be obtained off-site for construction activities limited to dust suppression. Water would be trucked in since the amount anticipated for dust suppression would not necessitate the need for new water facilities or expansion of existing water facilities. Therefore, less than significant impacts related to water supplies would occur.**

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Result in a determination by the wastewater treatment | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

c) The Proposed Project would consist of the replacement of an existing bridge with a new and improved bridge structure within the same alignment as the existing bridge over the New River. Accordingly, the Proposed Project would not generate wastewater and there would be no change from existing conditions and no need for additional wastewater treatment during operation. During construction, sanitation waste and wastewater (i.e., human generated waste) would be disposed of at a local wastewater treatment plant in accordance with sanitation waste management practices. The Proposed Project would not hinder the local wastewater treatment provider's service capacity. Therefore, impacts associated with wastewater treatment capacity would be less than significant.

- d) 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?

d) Implementation of the Proposed Project would generate an incremental increase in solid waste volumes requiring off-site disposal during construction activities including wood, metal, soil, and vegetation. Solid waste materials generated during the Proposed Project's construction would be collected, analyzed for contaminants, and characterized based on analytical results. All construction materials and debris would be removed from the area and recycled or properly disposed of off-site at County approved facilities (i.e., landfills). The County administers and operates nine (9) landfills. The Proposed Project would not generate a considerable increase in solid waste that would exceed the capacity of the 9 County operated landfills. Additionally, all work would be completed pursuant to applicable State, local, and County regulations and policies related to solid waste, including the County's Solid Waste Ordinance (Imperial County Municipal Code, Chapter 8.72 – Solid Waste Management). Compliance with all applicable State, local, and County regulations and policies would ensure impacts related to solid waste would be less than significant.

- e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

e) As discussed in XIXd, above, the Proposed Project would be required to comply with the County's Solid Waste Ordinance (Imperial County Municipal Code, Chapter 8.72 – Solid Waste Management). As a bridge replacement project, the Proposed Project would generate a limited amount of solid waste during construction activities. As a result, the Proposed Project would not generate a considerable increase in solid waste. However, solid waste generated by the Proposed Project during construction would include soil. While the material excavated for the Proposed Project would be collected, analyzed for contaminants and sent for recycling or disposed of off-site at a licensed waste facility, as discussed in Section IX, *Hazards and Hazardous Materials*, the Proposed Project may release hazardous materials into the environment with the disturbance of soil at the Proposed Project site during construction as the soil may be contaminated by the polluted New River, which the Proposed Project crosses. Site grading during construction of the Proposed Project would redistribute on-site soils that may need disposal. These soils may be contaminated from the New River. If these soils are contaminated, the temporary disturbance and potential disposal of these soils during grading may create a significant hazard to the public and environment. However, implementation of mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 would ensure that potentially contaminated soils are identified, removed, and properly disposed of to prevent the creation of significant hazard to the public and the environment to the maximum extent feasible and reduce impacts to less than significant levels.

**Cumulative Impacts:**

As a bridge replacement project, the Proposed Project would not require water use or generate solid waste during operation. During construction, the Proposed Project implementation would require minimal water use and generate solid waste. The Proposed Project would adhere to and be consistent with applicable State, local, and County regulations and policies. As discussed in Response XIXe, above, the Proposed Project would implement mitigation measures MM-AQ-1 and MM-HAZ-1 through MM-HAZ-6 should soils on-site be contaminated by the polluted New River and reduce impacts to less than significant levels. Thus, the Proposed Project's contribution to cumulative impacts to utilities would be less than significant.

**XX. WILDFIRE**

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

a) According to the map prepared by CAL FIRE for the County, the Proposed Project is located within an LRA classified as Unzoned, with the nearest VHFHSZ located approximately 25 miles northwest of the Proposed Project (CAL FIRE, 2007). The Proposed Project would be designed to applicable County and AASHTO standards and, as a result, provide adequate emergency access. The Proposed Project would not reduce the number of traffic lanes or create physical barriers along Lack Road. As the existing bridge has been closed to traffic for over one (1) year due to severe deterioration of some of the pile

supports, implementation of the Proposed Project would improve all existing emergency access for adjacent properties and the surrounding community and reduce lengthy detours for all commuters that either live or work along that stretch of Lack Road. Therefore, implementation of the Proposed Project would not impair emergency response or emergency evacuation in the County, but would actually improve it. Additionally, the Proposed Project would not include or create any physical barriers on roadways that would impede emergency access within the area or to the Proposed Project site. Therefore, no impacts would occur.

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?

b) As discussed above, the Proposed Project is located within an LRA classified as Unzoned, not within a VHFHSZ. The nearest VHFHSZ is located approximately 25 miles northwest of the Proposed Project. The Proposed Project is a bridge replacement project, which would not contain project occupants. The nearest sensitive receptors are residences located approximately 1.1 miles south of the Proposed Project and approximately 1.9 miles northeast of the Proposed Project. Therefore, the Proposed Project would not expose project occupants to wildfire and no impacts would occur.

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?

c) As a bridge replacement project, the Proposed Project would not require installation or maintenance of additional infrastructure that may exacerbate fire risk. Therefore, no impacts would occur.

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?

d) The Proposed Project site is located in a flat area with no high or steep natural slopes. The Draft Foundation Report stated no indications of landslides or deep-seated instability were observed at the Proposed Project site during the geotechnical study (Appendix C). As such, the potential for landslides would be considered low. There would be no potential for the Proposed Project to expose people or structures to landslides. Therefore, the Proposed Project would not result in impacts related to the exposure of people or structures to significant risks as a result of runoff, post-fire slope instability or drainage changes. No impacts would occur.

**Cumulative Impacts:**

The Proposed Project would not result in impacts related to wildfire. The nearest VHFHSZ is located approximately 25 miles northwest of the Proposed Project. As a bridge replacement project, the Proposed Project would not substantially affect the potential for wildfire to occur in the Proposed Project area. Therefore, the Proposed Project would not contribute to significant cumulative impacts related to wildfire within the County.

*Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; Sundstrom v. County of Mendocino, (1988) 202 Cal.App.3d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal.App.3d 1337; Eureka Citizens for Responsible Govt. v. City of Eureka (2007) 147 Cal.App.4th 357; Protect the Historic Amador Waterways v. Amador Water Agency (2004) 116 Cal.App.4th at 1109; San Franciscans Upholding the Downtown Plan v. City and County of San Francisco (2002) 102 Cal.App.4th 656.*

Revised 2009- CEQA  
 Revised 2011- ICPDS  
 Revised 2016 – ICPDS  
 Revised 2017 – ICPDS  
 Revised 2019 – ICPDS

**SECTION 3**  
**III. MANDATORY FINDINGS OF SIGNIFICANCE**

The following are Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

- a) Does the project 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, eliminate tribal cultural resources or eliminate important examples of the major periods of California history or prehistory?

As discussed in Section IV. *Biological Resources*, above, burrowing owl, a CDFW Species of Special Concern, and Yuma Ridgway's Rail, a federally endangered species, are both known to occur in the vicinity of the Proposed Project site. However, the Proposed Project's BSA did not have any sign of either species and no burrows were located within the BSA. Additionally, no nesting birds or bats were observed during the pedestrian survey. With removal of vegetation during construction that is suitable for nesting birds and since the Proposed Project is subject to the jurisdiction of USACE, CRRWQCB and the CDFW, implementation of MM-BIO-2 and MM-BIO-3 would ensure that potential impacts to biological resources would be below the level of significance.

As discussed in Section V. *Cultural Resources*, above, there are no known resources located within the API. Additionally, with regard to paleontological resources, though the Proposed Project area is underlain by Quaternary lake sediments (Q), which have a high sensitivity for paleontological resources, the potential to encounter a paleontological resource would be considered low given the previously disturbed nature of the Proposed Project area. Therefore, less than significant impacts would occur with implementation of mitigation measures.

- b) Does the project have impacts that 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, the effects of other current projects, and the effects of probable future projects.)

Cumulative impacts associated with the Proposed Project are being considered in connection with the past, present, or reasonably foreseeable future projects in the area. As concluded in this analysis, the Proposed Project's incremental contribution to cumulative impacts related to aesthetics, agriculture and forestry resources, cultural resources, energy, land use/planning, mineral resources, population/housing, public services, recreation, transportation, utilities and service systems, and wildfire would be less than significant. Additionally, the Proposed Project would result in less than significant impacts with mitigation related to air quality, biological resources, cultural resources, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, and tribal cultural resources. The mitigation measures that have been developed for the Proposed Project would assist in the assurance that cumulatively considerable contributions would result in less than significant impacts.



Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?
- Cumulative impacts associated with the Proposed Project would result in less than significant impacts.

#### IV. PERSONS AND ORGANIZATIONS CONSULTED

This section identifies those persons who prepared or contributed to preparation of this document. This section is prepared in accordance with Section 15129 of the CEQA Guidelines.

- **COUNTY OF IMPERIAL**

- V. Jim Minnick, Director of Planning & Development Services
- VI. Michael Abraham, AICP, Assistant Director of Planning & Development Services
- VII. Mariela Moran, Project Planner
- VIII. Imperial County Air Pollution Control District
- IX. Department of Public Works
- X. Fire Department
- XI. Ag Commissioner
- XII. Environmental Health Services
- XIII. Sheriff's Office

#### B. OTHER AGENCIES/ORGANIZATIONS

- (i) Engineering Consultant
  - a. NV5
    - Jack Abcarius, P.E., Project Manager
    - Hilary Brinegar, Environmental Project Manager
- (ii) Environmental Consultants
  - a. Environmental Intelligence, LLC
    - Amariah Lebsock, Senior Project Manager
    - Leanna Williams, Project Manager
    - Rebecca Gilbert, Senior Archaeologist
    - Michael Flores, Senior Biologist
    - Robyn Walker, Technical Editor
  - b. Barrett's Biological Surveys
    - Marie Barrett, Biologist

*(Written or oral comments received on the checklist prior to circulation)*

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## VI. MITIGATED NEGATIVE DECLARATION – County of Imperial

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*The following Mitigated Negative Declaration is being circulated for public review in accordance with the California Environmental Quality Act Section 21091 and 21092 of the Public Resources Code.*

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**Project Name:** Imperial County Public Works Department Lack Road Bridge Replacement Project

**Project Applicant:** Imperial County Public Works

**Project Location:** The Proposed Project is located approximately 5.8 miles northwest of the City of Westmorland where Lack Road crosses the New River at bridge No. 58C0101 in Imperial County, California (Exhibit 1, *Regional Vicinity*). The existing bridge is a seven (7) span, simply supported untreated DF stringers bridge with laminated timber decking and AC cover, supported by treated timber pile bents and pile bent abutments with timber seating walls that runs north and south over the New River. The existing bridge is approximately 106 feet in length and 27 feet wide. The approximate limits of the Proposed Project area would extend along Lack Road from approximately 300 feet south to 350 feet north of the New River. Lack Road is a north/south road that supports direct access from State Route (SR-) 86 to Imperial County Route S-30. The Proposed Project is located 0.3 mile south of Vail Road and 0.2 mile north of Foulds Road (Exhibit 2, *Project Location*).

**Description of Project:** Due to severe deterioration of some of the pile supports, the existing bridge has been closed to traffic (inactive) for over one (1) year. The County Public Works Department (Applicant) proposes to replace the existing seven (7) span timber bridge with a new precast concrete bridge designed to current American Association of State Highway and Transportation Officials (AASHTO) standards with California amendments (Exhibits 5 and 6, *Site Plan and Typical Section*). The proposed new bridge design would consist of a single-span bridge with four (4) precast/prestressed bulb-tee girders supported on two (2) abutments. The new bridge dimensions would be 35 feet and 6 inches wide by 125 feet long, with a structure depth of 7 feet and 0.875 inches. The selection of a precast bridge structure would eliminate the need for construction to take place within the New River.

The proposed roadway would remain a single travel lane in each direction, and geometry for the Proposed Project would be based on applicable County and AASHTO standards. The new bridge would be reconstructed in the same alignment with two (2) 12-foot-wide lanes designed for a 55 mile per hour (mph) vehicular speed. Shoulder widths would be 4 feet on the bridge, and would transition to the existing width at the roadway conform points. The new bridge would be designed to withstand a 100-year flood event.

The existing bridge would be removed without having to enter the New River as all construction activities were designed to take place from the river banks. It is estimated that the Proposed Project would be constructed over a nine (9)-month period beginning in March 2020 and concluding in November 2020.

**VII. FINDINGS**

**This is to advise that the County of Imperial, acting as the lead agency, has conducted an Initial Study to determine if the project may have a significant effect on the environmental and is proposing this Mitigated Negative Declaration based upon the following findings:**

The Initial Study shows that there is no substantial evidence that the project may have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.



The Initial Study identifies potentially significant effects but:

- (1) Proposals made or agreed to by the applicant before this proposed Mitigated Negative Declaration was released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.
- (2) There is no substantial evidence before the agency that the project may have a significant effect on the environment.
- (3) Mitigation measures are required to ensure all potentially significant impacts are reduced to levels of insignificance.

A MITIGATED NEGATIVE DECLARATION will be prepared.

**If adopted, the Mitigated Negative Declaration means that an Environmental Impact Report will not be required. Reasons to support this finding are included in the attached Initial Study. The project file and all related documents are available for review at the County of Imperial, Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 (442) 265-1736.**


**NOTICE**

**The public is invited to comment on the proposed Negative Declaration during the review period.**

3/2/20  
Date of Determination

  
Jim Minnick, Director of Planning & Development Services

*The Applicant hereby acknowledges and accepts the results of the Environmental Evaluation Committee (EEC) and hereby agrees to implement all Mitigation Measures, if applicable, as outlined in the MMRP.*

  
Applicant Signature

2/27/20  
Date

**SECTION 4**

**VIII. RESPONSE TO COMMENTS**

(ATTACH DOCUMENTS, IF ANY, HERE)

**IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP)**

(ATTACH DOCUMENTS, IF ANY, HERE)

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