

PROJECT MANUAL

FOR

CITY OF HOLTVILLE

ALAMO RIVER TRAIL TRESTLE BRIDGE PROJECT

ENGINEER'S PROJECT NUMBER: 2400069.

OWNER'S PROJECT NUMBER: 0540TG87120.

**NORTH OF HIGHWAY 115
CROSSING ALAMO RIVER
HOLTVILLE, CALIFORNIA 92250**

DATE: NOVEMBER 19, 2025

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ADVERTISEMENT FOR BIDS

**City of Holtville
121 West Fifth Street
Holtville, CA 92250**

Separate sealed BIDS for the construction of the **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115** (Project) will be received by the **City of Holtville at 121 West Fifth Street, Holtville, California 92250** until **2:00 p.m.** (prevailing local time) on **Tuesday, January 27, 2026**, and then will be publicly opened and read aloud at said office.

The City of Holtville plans to rehabilitate a wooden trestle bridge previously damaged by fire, transforming the aged railroad tracks into a functional pedestrian walkway. The project will include multi-purpose trails, seating areas, landscaping features, and a new irrigation system. The project is to be funded in part from the State of California Natural Resources Agency - Recreational Trails and Greenways Grant Program (Proposition 68).

The PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS may be examined at the following locations:

City of Holtville (Owner)
121 West Fifth Street
Holtville, CA 92250
Phone: (760) 356-2912
Fax: (760) 356-1863

The Holt Group, Inc. (Consulting City Engineer)
1601 North Imperial Avenue
El Centro, CA 92243
Phone: (760) 337-3883
Fax: (760) 337-5997

Copies of the Bidding Documents can be obtained at the office of **The Holt Group, located at 1601 North Imperial Avenue, El Centro, CA 92243; Phone Number (760) 337-3883** upon the nonrefundable payment of **\$125.00** for each set. This includes shipping charges. Technical questions shall be addressed to The Holt Group – El Centro Office.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

A **Mandatory Pre-bid Conference** for prospective Bidders will be held at **Holtville City Hall**, located at **121 West 5th Street, Holtville, CA 92250**, at **10:00 a.m.** (prevailing local time), on **Thursday, January 8, 2026**. This conference is to inform bidders, subcontractors, and suppliers of project requirements. Bidders' attendance at this conference is **mandatory**. A representative of each Bidder shall be required to sign the official attendance sheet at the Pre-bid Conference.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license. All subcontractors shall have a Class A, B, or C California Contractor's license appropriate for the work to be constructed.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka California Division of Labor Standards Enforcement).

No Contractor or subcontractor shall 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)]. 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.

The Contract executed between the General Contractor and the Owner, and the General Contractor and any subcontractor at any tier, for the performance of work on the public works project shall contain the complete verbiage as found in the contract between the Owner and the General Contractor including at a minimum a copy of the provisions of California Labor Codes, Sections 1726, 1771, 1775, 1776, 1777.5, 1813, and 1815.

A Bid Security shall accompany the Bid in the form of a certified or cashier’s check or Bid Bond for ten (10) percent of the Total Bid amount.

Pursuant to California Civil Code Section 9550, the successful bidder shall, before commencement of work, furnish a payment bond to and approved by the Owner, if the public works contract exceeds twenty-five thousand dollars (\$25,000) in the amount of 100% of the contract amount. The successful Bidder shall also provide a performance bond in the amount of 100% of the contract amount.

Dated: Thursday, December 11, 2025

Published: Holtville Tribune
Thursday, December 11, 2025
Thursday, December 18, 2025

Yvette Rios, City Clerk
City of Holtville

INSTRUCTIONS TO BIDDERS

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders: **City of Holtville, 121 West Fifth Street, Holtville, CA 92250, P: (760) 356-2912.**

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). Complete sets of the Bidding Documents in the number and for the payment, of **one hundred twenty-five dollars (\$125.00)** may be obtained from the Issuing Office. **The payment is nonrefundable.** Complete sets of Bidding Documents must be purchased from ***The Holt Group, Inc., Consulting City Engineer, 1601 North Imperial Avenue, El Centro, CA 92243,*** pursuant to the preparation of Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 **Deleted**
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder’s failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **2020** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor’s means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder’s reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 **Deleted**

3.02 **Deleted**

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder’s qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder’s state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

3.04 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 **Deleted**

4.02 **Deleted**

4.03 A **mandatory** pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the

conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum. This conference is to inform bidders, subcontractors, and suppliers of project requirements. Bidders' attendance at this conference is **mandatory**.

- 4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request, if available. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. **Deleted**
- B. **Deleted**
- C. **Deleted**
- D. **Deleted**
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps or directions to the Site will be available at the pre-Bid conference.
- C. **Deleted**
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site:

Nicholas Wells, City Manager
City of Holtville
121 West Fifth Street
Holtville, CA 92250
Phone: (760) 356-2912
Email: nwells@holtville.ca.gov

Bidder must conduct the required Site visit during normal working hours.

- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. **Fumi Galvan, PE**
The Holt Group, Inc.
1601 North Imperial Avenue
El Centro, CA 92243
Phone: (760) 337-3883
Email: fgalvan@theholtgroup.net

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10 percent** of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Deleted**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 **Deleted**
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and

equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. ~~Each such request shall include the Manufacturer’s Certification for Compliance with AIS. Refer to the Manufacturer’s Certification form provided in these construction Contract Documents.~~ The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. **Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with AIS requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A—Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.**

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 **Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. **N/A**

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Deleted*

13.03 *Deleted*

13.04 *Deleted*

13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor’s overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 *Deleted*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is

submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 **Deleted**

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget **after receiving all Bids, but prior to opening them**. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. **Deleted**

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. **Deleted**

F. **Deleted**

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

18.08 **The Contract is to be funded in part with funds from the State of California Natural Resources Agency-Recreational Trails and Greenways Grant Program (Proposition 68). Concurrence by the funding agency in the award of the Contract is required before the Award of Contract.**

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any),

and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Contractor shall pay all sales ,use and other taxes as specified in Paragraph 7.10 of the General Conditions.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 There are no procurement contracts of which the Contractor will be required to accept assignment previously entered into by the Owner for the direct purchase of goods and special services.

ARTICLE 23— Workers’ Compensation Requirements

- 23.01 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of workers’ compensation to its employees.
- 23.02 In accordance with Section 1861 of the California Labor Code, the contractor shall furnish the owner with a statement as follows: “I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE 24—Wage Rate Requirements

- 24.01 The prevailing wage rates of the State of California apply to this contract as do any

requirements of the State of California associated with the use of these State Prevailing wages.

- 24.02 Prevailing Wages: Notice is hereby given that pursuant to 1773 of the Labor Code of the State of California, the owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.
- 24.03 Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the contractor shall as a penalty to the State of political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any subcontractor under the contractor.
- 24.04 Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.
- 24.05 Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- 24.06 Payroll Records: Contractor shall keep accurate payroll records in format specified by the

Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the owner.

ARTICLE 25—Subcontractor Listing Law

- 25.01 In accordance with Section 4104 of the California Public Contract Code, each bidder, in his or her bid, shall set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total Lump Sum bid.
- 25.02 In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the owner either: (a) substitute a person as a subcontractor in place of the subcontractor listed in the original bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.
- 25.03 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five day's notice of the time and place thereof.

ARTICLE 26—Registration With Department of Industrial Relations

26.01 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 1711.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

WAGE REQUIREMENTS

California Department of Industrial Relations

- A. The California lock in date for the wage decisions is the date of the bid advertising thus requiring compliance with **California, Imperial County 2025-2 and various pre-determined increases.**
- B. Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Prospective Bidders may obtain the general wage rates directly from the State of California Department of Industrial Relations at their web site at www.dir.ca.gov or by requesting a CD from the State. The Contractor shall keep an up-to-date listing of the general prevailing wage rates posted at the jobsite at all times.
- D. This is a Public Works Project subject to the rate of prevailing wages as established by the California Department of Industrial Relations.
- E. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the State of California, Department of Industrial Relations (DIR) per SB 854.
- F. 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)].
- G. 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.
- H. The awarding body must post or require the prime Contractor to post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)
- I. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka California Division of Labor Standards Enforcement).

Statutory Penalty for Failure to Pay Minimum Wage

- A. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a Contract is made or awarded, forfeit **fifty dollars (\$50.00)**, or latest rate, for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work

- A. In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit **twenty-five dollars (\$25.00)** for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements

- A. The CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice hour for each five (5) journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least sixteen (16) years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records

- A. The Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written

notice from the OWNER or the Division of Labor Standards Enforcement, the Contractor shall, within **ten (10) days**, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

BID FORM FOR CONSTRUCTION CONTRACT

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed work, and have read and examined the contract documents, including all plans, technical specifications, special provisions, and all addenda, if any, for the following project:

**CITY OF HOLTVILLE
RAILROAD TRESTLE BRIDGE REHABILITATION OVER ALAMO RIVER, ALONGSIDE HIGHWAY 115**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Holtville City Hall at 121 West Fifth Street, Holtville, CA 92250**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Signed Non-Collusion Affidavit (**Section 00420** – Non-Collusion Affidavit);
 - B. Required Bid Security of ten percent (10%) in the form of a Bid Bond (**Section 00430** – Bid Bond);
 - C. Signed Public Contract Code (**Section 00441** – Public Contract Code);
 - D. If Bid amount is or exceeds \$1,000,000, signed Iran Contracting Act Certification (**Section 00452** – Iran Contracting Act Certification);
 - E. Signed Nondiscrimination Compliance Certification (**Section 00461** – Nondiscrimination Compliance Certification);
 - F. Signed Worker’s Compensation Insurance (**Section 00470** – Contractor’s Certification Regarding Worker’s Compensation Insurance);

- G. List of Proposed Subcontractors with Names, Addresses, and Percent of Total Contract (**Section 00480** – Tabulation of Subcontractors);
- H. Required Bidder Qualifications Statement with supporting data (**Section 00490** – Bidder Qualification Statement);
- I. List of Major Material Suppliers (**Section 00500** – Tabulation of Major Material Suppliers);
- J. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids (On Bid Form); and
- K. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids (On Bid Form).

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Deleted

3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BID ITEM LIST					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	TEMPORARY SUPPORT	LS	1	-----	\$ _____
2	JACKING SUPERSTRUCTURE	LS	1	-----	\$ _____
3	BRIDGE REMOVAL (PORTION)	LS	1	-----	\$ _____
4	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	21.0	\$ _____	\$ _____
5	BAR REINFORCING STEEL	LB	2,400	\$ _____	\$ _____
6	TREATED LUMBER AND TIMBER (INCLUDING RAILING)	MFBM	24.1	\$ _____	\$ _____
7	PLASTIC LUMBER (DECKING)	MFBM	1.925	\$ _____	\$ _____
8	MOVE-IN/MOVE-OUT (EROSION CONTROL)	LS	1	-----	\$ _____
9	TEMPORARY FIBER ROLL (INDIVIDUAL)	LF	1,970	\$ _____	\$ _____
10	TEMPORARY FIBER ROLL (PYRAMID STACK)	LF	230	\$ _____	\$ _____
11	CLEARING AND GRUBBING	LS	1	-----	\$ _____
12	EXCAVATION	CY	211	\$ _____	\$ _____
13	SCARIFY AND COMPACT NATIVE SOIL	CY	232	\$ _____	\$ _____
14	SAND BACKFILL	CY	48	\$ _____	\$ _____
15	MINOR CONCRETE (SIDEWALK)	CY	202	\$ _____	\$ _____
16	MASONRY BLOCK WALL	SQFT	150	\$ _____	\$ _____

BID ITEM LIST					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
17	PRESSURE TREATED WOOD	LF	4,305	\$ _____	\$ _____
18	WASTE RECEPTABLE & RECYCLE CONTAINER - 3 PAIRS	EA	6	\$ _____	\$ _____
19	BENCH, CONCRETE WITH BACK	EA	2	\$ _____	\$ _____
20	PICNIC TABLES, INCLUDING ADA, RECTANGULAR	EA	1	\$ _____	\$ _____
21	PICNIC TABLES, RECTANGULAR	EA	2	\$ _____	\$ _____
22	BIKE RACK	EA	2	\$ _____	\$ _____
23	WEED GERMINATION	LS	1	-----	\$ _____
24	SOIL AMENDMENT	LS	1	-----	\$ _____
25	SLOW-RELEASE FERTILIZER	LS	1	-----	\$ _____
26	SOIL TESTING (FOR AMENDED SOIL)	EA	3	\$ _____	\$ _____
27	PLANT (GROUP B)	EA	44	\$ _____	\$ _____
28	PLANT (GROUP U)	EA	30	\$ _____	\$ _____
29	PLANT ESTABLISHMENT WORK	LS	1	-----	\$ _____
30	DECOMPOSED GRANITE	SQ FT	3,722	\$ _____	\$ _____
31	CLASS 2 BASE	CY	179	\$ _____	\$ _____
32	WOOD MULCH	LS	1	-----	\$ _____
33	CHECK AND TEST EXISTING IRRIGATION FACILITIES	EA	2	\$ _____	\$ _____
34	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	1	\$ _____	\$ _____
35	BATTERY POWERED IRRIGATION CONTROLLER	EA	1	\$ _____	\$ _____
36	CONTROL AND NEUTRAL CONDUCTORS	LS	1	-----	\$ _____
37	1" REMOTE CONTROL VALVE	EA	9	\$ _____	\$ _____
38	RISER SPRINKLER ASSEMBLY W/ CHECK VALVE BUBBLER	EA	74	\$ _____	\$ _____

BID ITEM LIST					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
39	QUICK COUPLER	EA	7	\$ _____	\$ _____
40	1" GATE VALVE	EA	9	\$ _____	\$ _____
41	2" GATE VALVE	EA	3	\$ _____	\$ _____
42	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	400	\$ _____	\$ _____
43	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,200	\$ _____	\$ _____
44	SURVEY CONTROL	LS	1	-----	\$ _____
45	GEOTECHNICAL ENGINEERING TESTING, MONITORING, AND INSPECTION	LS	1	-----	\$ _____
46	EDUCATIONAL KIOSK	EA	2	\$ _____	\$ _____
47	NO MOTOR VEHICLE SIGNS	EA	4	\$ _____	\$ _____
48	PROJECT IDENTITY/FUNDING ACKNOWLEDGMENT SIGN	EA	1	\$ _____	\$ _____
49	ENVIRONMENTAL MITIGATION MEASURES	LS	1	-----	\$ _____
50	MOBILIZATION	LS	1	-----	\$ _____
51	TIME AND MATERIAL ALLOCATION	LS	1	-----	\$ 50,000.00

TOTAL FOR COMPARISON
TOTAL AMOUNT OF BID ITEMS 1 THROUGH 51

(WORDS)

 (FIGURES)

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

A. Deleted

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

Deleted

~~ARTICLE 5—PRICE PLUS TIME BID~~

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Deleted

6.03 Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, ~~including all American Iron and Steel requirements.~~
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.

Bidder's DIR Registration No.

Employer's Tax ID Number

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

State of California

County of _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, 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 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 thereof, 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.

By: _____

Subscribed and sworn to before me on _____
(Date)

(Notary Public)

(SEAL)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Holtville
121 West Fifth Street
Holtville, CA 92250

BID:

Bid Due Date:

Project: **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115**

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. The Bidder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of the Surety's liability.
2. Default of the Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and the Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by the Owner, or
 - 3.3 The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by the Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by the Bidder and within **thirty (30) calendar days** after receipt by the Bidder and the Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. The Surety waives notice of any and all defenses based upon or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed **one hundred and twenty (120) days** from Bid due date without the Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to **thirty (30) calendar days** after the notice of default required in Paragraph 4 above is received by the Bidder and the Surety and in no case later than **one (1) year** after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.
8. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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.

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.

Name of Contractor

Address

Signature: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, the following Iran Contracting Act certification is required if your bid totals \$1,000,000 or more.

If your bid totals \$1,000,000 or more, you must complete only one of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification. To complete paragraph 2, simply check the corresponding box.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ (date),

at _____ (city), _____ (state).

_____ (signature)

_____ (printed name)

OR

2. We have received written permission from the Agency to submit a bid pursuant to PCC 2203(c) or (d). A copy of the written permission from the Agency is included with our bid.

NONDISCRIMINATION COMPLIANCE CERTIFICATION

(Government Code § 12990 and California Code of Regulations Titles 2 §§ 11000 et seq.)

Bidder, by submitting a bid or proposal, hereby declares and certifies as follows:

1. Compliance with Law:
Bidder certifies that it is, and shall remain throughout the term of the contract, in compliance with Government Code § 12990 and the Fair Employment and Housing Act (Gov. Code §§ 12900 et seq.) and all applicable nondiscrimination and compliance regulations (California Code of Regulations, Title 2, Division 4.1, Subchapter 5);

2. Nondiscrimination in Employment:
Bidder agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender (including gender identity and expression), age, sexual orientation, military and veteran status, or any other characteristic protected by law; and

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Proposer/Bidder Firm Name)

By (Authorized Signature)

(Printed Name and Title of Person Signing)

(Date Executed)

Executed in the County and State of:

**CONTRACTOR'S CERTIFICATION REGARDING WORKER'S
COMPENSATION INSURANCE**

State of California

County of _____

I am aware of the requirements that every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that applicable codes, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Organization/Firm)

(Name & Title of Authorized Representative)

(Signature)

(Date)

TABULATION OF SUBCONTRACTORS

No.	Subcontractor	Work To Be Performed
1.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
2.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
3.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
4.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	

No.	Subcontractor	Work To Be Performed
5.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
6.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
7.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
8.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
9.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	

No.	Subcontractor	Work To Be Performed
10.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
11.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
12.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	
13.	Name:	
	Address:	
	DIR Registration No:	
	CA Contractor's License No:	
	Percent of Total Contract:	

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

BIDDER QUALIFICATIONS STATEMENT

The bidder shall submit, as part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the contracting business under its present business name for _____ years.
- b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.
- c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).
 - 1. _____
 - 2. _____
 - 3. _____
- d. The following contracts cover work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last **five (5) years** for the following owners (person, firms or authorities):

No.	Owner	Telephone No.	Contract Amount	Type of Work	Year Complete
1.					
2.					
3.					
4.					
5.					
6.					

TABULATION OF MAJOR MATERIAL SUPPLIERS

The contractor shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

No.	Item	Manufacturer	Supplier
1.	Treated Lumber and Timber		
2.	Plastic Lumber		
3.	Concrete		
4.	Sand and Base Materials		
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115

13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			

(ATTACH ADDITIONAL NUMBERED PAGES IF NEEDED)

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Holtville** Owner's Project No.: **N/A**
Engineer: **The Holt Group, Inc.** Engineer's Project No.: **THG: 116.489**
Project: **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115**

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115**

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Holtville**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

ACCEPTANCE NOTICE

Receipt of above NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ day of _____, 2026.

By: _____
(Authorized Signature)

(Title)

State of _____ }

County of _____ }

On _____, before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature of Notary Public

Paragraph 15.06 of the General Conditions within **thirty (30)** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **\$4,200.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	All Unit Price Items as incorporated in the Bid Form attached to this Agreement.			\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of seven percent (7%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Payment Bond (together with power of attorney).
 3. Certificate of Owner’s Attorney
 4. Standard General Conditions.
 5. Supplementary Conditions.
 6. Special Conditions by the City of Holtville.
 7. Supplementary Technical Special Provisions for Holtville Alamo River Trail Trestle Bridge Project Prepared in Greenbook 2021 Format.
 8. Specifications as listed in the table of contents of the project manual (copy of list attached).

9. Drawings (not attached but incorporated by reference) consisting of **41 Improvement Plans** with each sheet bearing the following general title: **City of Holtville Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115 Project**.
 11. Addenda (numbers [number] to [number], inclusive).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Bid Forms
 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Dated: _____

Project: City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115	Owner: City of Holtville	Owner's Contract No.: N/A
Contract:		Engineer's Project No.: THG: 116.489
Contractor:		
Contractor's Address (send Certified Mail, Return Receipt requested):		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer and other identified additional insured's) Certificates of Insurance which each is required to purchase and maintain in accordance with the Contract Documents.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

City of Holtville	
Contractor	Owner
Given by:	Given by:
_____ Authorized Signature	_____ Authorized Signature
_____ Title	_____ Title
_____ Date	_____ Date

Copy to Engineer

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of Holtville</p> <p>Mailing address <i>(principal place of business)</i>: 121 W. Fifth Street Holtville, CA 92250</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

<p>Contractor</p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>	<p>Surety</p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p>Owner</p> <p>Name: City of Holtville</p> <p>Mailing address <i>(principal place of business)</i>:</p> <p>121 W. Fifth Street Holtville, CA 92250</p>	<p>Contract</p> <p>Description <i>(name and location)</i>:</p> <p>City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115</p> <p>Contract Price:</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

CERTIFICATE OF OWNER’S ATTORNEY

Project Name: _____

Contractor Name: _____

Certificate of Owner’s Attorney

I, the undersigned, _____ the duly authorized and acting legal representative of

City of Holtville, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Name: _____

Title: _____

Date: _____

Application No.: _____		Application Period: From _____ to _____			Application Date: _____			
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of Holtville** Owner's Project No.: **N/A**
Engineer: **The Holt Group, Inc.** Engineer's Project No.: **THG: 116.489**
Contractor: Contractor's Project No.:
Project: **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115**

Contract Name:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and

recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments

during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder’s risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design

professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer’s review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to

Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder’s risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
 - C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
 - D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
 - E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their

reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is part of Contract Document 00941 as included in these Contract Documents. The Funding Agency approval may be required before Change Orders are effective.

SC-1.01.A.18 – Add the following at the end of the Paragraph:

The Drawings for this project consists of the following documents:

1. TITLE SHEET
2. SHEET INDEX AND PROJECT LOCATION MAPS
3. GRADING NOTES
4. EXISTING CONDITIONS
5. EXISTING CONDITIONS – PATHWAY (WEST)
6. EXISTING CONDITIONS – PATHWAY (EAST)
7. PROPOSED SITE PLAN
8. PROPOSED SITE PLAN – PATHWAY (WEST)
9. PROPOSED SITE PLAN – PATHWAY (EAST)
10. GRADING AND E&S PLAN
11. GRADING AND E&S DETAILED PLAN NO. 1
12. GRADING AND E&S DETAILED PLAN NO. 2
13. GRADING AND E&S DETAILED PLAN NO. 3
14. GRADING AND E&S DETAILED PLAN NO. 4
15. GRADING SECTIONS – TRAIL P1
16. GRADING SECTIONS – TRAIL P2
17. DETAILS – TYPICAL TRAIL
18. DETAILS – TRAIL TIE-INS AND STACKABLE WALL
19. DETAILS – E&S
20. TEMPORARY TRAFFIC CONTROL
21. LANDSCAPE CONSTRUCTION PLAN
22. LANDSCAPE CONSTRUCTION PLAN
23. LANDSCAPE CONSTRUCTION LEGEND, NOTES
24. LANDSCAPE CONSTRUCTION DETAILS
25. LANDSCAPE CONSTRUCTION DETAILS

26. IRRIGATION PLAN
27. IRRIGATION PLAN
28. IRRIGATION LEGEND, NOTES, CALCULATIONS
29. IRRIGATION DETAILS
30. IRRIGATION DETAILS
31. PLANTING PLAN
32. PLANTING PLAN
33. PLANTING LEGEND, NOTES
34. PLANTING DETAILS
35. GENERAL PLAN NO. 1
36. GENERAL PLAN NO. 2
37. INDEX TO BRIDGE PLANS
38. TYPICAL SECTIONS
39. BENT 11 REPAIR DETAILS NO. 1
40. BENT 11 REPAIR DETAILS NO. 2
41. MISCELLANEOUS REPAIR DETAILS

SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of the project improvements and development, this term is synonymous with the term “applicant” as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the **State** programs.

The Owner for this Project is the **City of Holtville**. The words “**City of Holtville**” are used within this document interchangeably with the word “Owner” and have the same meaning.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is 00940 as included in these Contract Documents. Agency approval is required before a Work Change Directive is issued.

SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

The Project is financed in whole or part by the **California Natural Resources Agency through its Recreational Trails and Greenways Grant Program**. Agency refers to the **California Natural Resources Agency** as administered through the **Recreational Trails and Greenways Grant Program**.

~~**SC-1.01.A.52 – Add the following new paragraph with the title “American Iron and Steel Definitions” immediately after Paragraph 1.01.A.51:**~~

~~52.a *American Iron and Steel (AIS)* Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating~~

domestic preference for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

~~52.b *Coating*—A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.~~

~~52.c *Construction Materials*—Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.~~

~~52.d *Contractor’s Certification*—Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.~~

~~52.e *De Minimis*—Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.~~

~~52.f *Electrical Equipment*—Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.~~

~~52.g *Engineer’s Certification*—Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.~~

~~52.h *Iron and Steel products*—The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.~~

~~52.i *Manufacturer*—A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.~~

~~52.j *Manufacturer's Certification*—Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.~~

~~52.k *Manufacturing Processes*—Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.~~

~~52.l *Mechanical Equipment*—Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.~~

~~52.m *Minor Components*—Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.~~

~~52.n *Municipal Castings*—Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.~~

~~52.o *Primarily Iron or Steel*—A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:~~

- ~~The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and~~
- ~~The cost to pour and cast to create those components (e.g. labor and energy).~~

~~Not included in the cost are:~~

- ~~The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and~~
- ~~The cost to assemble the internal workings into the hydrant body.~~

~~52.p *Produced in the United States*—The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.~~

~~52.q *Reinforced Precast Concrete*— Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.~~

~~52.r *Steel*—An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.~~

~~52.s *Structural Steel*— Rolled flanged shapes, having at least one dimension of their cross section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.~~

SC-1.02 Delete Paragraph 1.02.B.1. Replace with the following:

B. *Intent of Certain Terms or Adjectives*

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of Professional Judgment by the **Architect, Engineer or Construction Manager**. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of the **Architect, Engineer or Construction Manager** as to the Work. It is intended that such exercise of Professional Judgment, Action or Determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the Design Concept of the Completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to the **Architect, Engineer or Construction Manager** any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

SC-1.02 Add the following sentence to Paragraph SC-1.02.E.3.

The word “construct” shall be used within this document interchangeably with the words “perform” and “provide” and have the same meaning.

ARTICLE 2—PRELIMINARY MATTERS

No suggested Supplementary Conditions in this Article.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE.

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will

be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1/2-inch** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or *less greater* than the following low temperature threshold: **105** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **115** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Oceanic and Atmospheric Administration (NOAA) weather monitoring station at *Latitude 32.83417°N, Longitude -115.57861°W (Imperial, Imperial County Airport (KIPL) Station)*.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table below —Foreseeable Bad Weather Days.

Foreseeable Bad Weather Days			
Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	1		
February	1		
March	1		
April			
May			
June			
July		2	2
August	1	2	2
September			
October			
November	1		
December	1		

Notes:

- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No Drawings were used for design.		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **The Holt Group El Centro Office, located at 1601 North Imperial Avenue, El Centro, CA 92243** during regular business hours, or may request copies from Engineer.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No hazardous environmental conditions were identified in the Final Initial Study/Mitigated Negative Declaration	April 2025	Environmental Report

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
There are no drawings that illustrate Hazardous Environmental Conditions that are known to the Owner or Engineer.		

ARTICLE 6—BONDS AND INSURANCE

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **City of Holtville, and The Holt Group, Inc.**
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$ 1,000,000
Each employee	\$ 1,000,000
Policy limit	\$ 1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **[\$5,000,000]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 500,000
General Aggregate	\$ 500,000

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

- O. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- Q. *Other Required Insurance:* **None.**

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 8:00 PM.
2. Owner's legal holidays are New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, The Friday after Thanksgiving, Christmas Day,

Winter Holiday (as Designated by **City of Holtville**, New Year’s Day, and Winter Holiday (as Designated by **City of Holtville**).

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

~~D. All Iron and Steel products must meet American Iron and Steel requirements.~~

~~SC 7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:~~

~~E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.~~

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert “Deleted.”

SC-7.05.B – Add the following at the end of paragraph:

~~Contractor shall include a Manufacturer’s Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.~~

SC-7.06.A.3.a.2 – Remove “and” from the end of paragraph.

SC-7.06.A.3.a.3 – Add “; and” to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

~~4. Comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.~~

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed **seventy percent (70%)** of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B – Delete paragraph in its entirety and insert “Deleted”.

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

SC-7.12.A Amend paragraph by adding the following after “written interpretations and clarifications,”:
Manufacturers’ Certifications,

~~SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:~~

~~, including Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.~~

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer’s review and approval of a Shop Drawing or Sample shall include review of Manufacturers’ Certifications ~~in order to document compliance with American Iron and Steel requirements, as applicable.~~

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

~~F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor’s Certification Letter provided in these Contract Documents.~~

ARTICLE 8—OTHER WORK AT THE SITE

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer’s visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer’s visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

~~SC 11.05.B – Add the following at the end of this paragraph:~~

~~For Owner authorized changes in the Work, the Contractor will provide the Manufacturer’s Certification(s) for materials subject to American Iron and Steel requirements except when~~

~~sole source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).~~

~~SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:~~

~~c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.~~

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **State of California Department of Transportation Labor Surcharge and Equipment Rental Rate Book**.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

~~G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.~~

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

~~6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.~~

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

~~d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.~~

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of

Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A – Amend paragraph by striking out the following text: “7 days after”.

SC-15.03.A – Modify by adding the following after the last sentence:

~~Contractor shall also submit the General (Prime) Contractor’s Certification of Compliance certifying that to the best of the Contractor’s knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.~~

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

No suggested Supplementary Conditions in this Article.

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: **City of Holtville** Owner’s Project No.: **N/A**
Engineer: **The Holt Group, Inc.** Engineer’s Project No.: **THG: 116.489**
Contractor: Contractor’s Project No.:
Project: **City of Holtville – Railroad Trestle Bridge Rehabilitation Over Alamo River, Alongside Highway 115**

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By: _____

Title: _____

Date: _____

SPECIAL CONDITIONS BY THE CITY OF HOLTVILLE

SECTION	DESCRIPTION	PAGE
1	Mobilization	2
2	Business License	3
3	Environmental Mitigation Measures	3
4	No Motor Vehicle Signs	4
5	Permit Requirements	4
6	Inspection of Work	4
7	Geotechnical Testing Requirements	5
8	Surplus Native Material	6
9	California Conservation Corps (CCC)	7
10	Preservation/Perpetuation of Survey Monuments	7
11	Time and Material Allocation	10
12	Attachments to Supplement Special Conditions	10

1. MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site for all other work and operations that must be performed or costs incurred before beginning work on the various Contract items on the Project site.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

- a) Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER;
- b) Moving onto the Jobsite all of CONTRACTOR'S plant and equipment and establishing a staging area as required;
- c) Developing construction water supply;
- d) Providing restroom facilities for construction personnel;
- e) Providing for potable water facilities as specified. This includes a means by which all on site Contractor, Subcontractor or supplier personnel can wash their hands with soap. It also includes providing potable drinking water to the construction personnel at the project site;
- f) Submitting all required Subcontractor insurance certificates and bonds;
- g) Posting all CAL/OSHA required notices and establishment of safety programs;
- h) Having the Contractor's representative at the Jobsite full-time;
- i) Furnishing of Construction Schedule, Contract Price Breakdown (Schedule of Values) and Submittal Schedules and Submittal Documents;
- j) Complying with the Air Pollution Control District Permit Requirements and paying the associated Fees;
- k) Providing Project Signs (Contractor's Identity Sign and Project Identity Sign);
- l) Potholing of the Existing Underground Utilities;
- m) Complying with the funding agency's requirements and completing and submitting the required forms in timely manner; and
- n) Paying other miscellaneous fees

All costs incurred for the mobilization and the associated work and all other work not specifically said nor included in the bid item list shall be included in the Bid Item for the Mobilization cost and no additional compensation shall be provided.

2. BUSINESS LICENSE

The Contractor and Subcontractors performing work on this project shall obtain a business license from the City of Holtville at 121 W. Fifth Street, Holtville, California 92250, telephone number (760) 356-2912. The Contractor and Subcontractors shall contact the City regarding the cost of the license and include the cost in the proposal.

3. ENVIRONMENTAL MITIGATION MEASURES

The City of Holtville has adopted the Final Initial Study/Mitigated Negative Declaration for the project, including all required environmental mitigation measures, as set forth in **Attachment A**. The Contractor shall familiarize themselves with all applicable conditions and mitigation measure requirements to be implemented before, during, and after construction activities. A summary of the mitigation measures is provided below, but is not limited to the items listed.

A. Air Quality

The Contractor shall be responsible for abiding by the latest edition of Regulation VIII set forth by Imperial County Air Pollution Control District.

The Contractor shall also be responsible for the preparation and submission of a Construction Notification Form and Dust Control Plan to the County of Imperial Air Pollution Control District. The Construction Notification Form and Dust Control Plan shall also be posted at the Project Site.

The Imperial County Air Pollution Control District contact information is:

150 South Ninth Street
El Centro, CA 92243
Phone: 760-482-4606
Fax: 760-353-9904
<https://apcd.imperialcounty.org/>

B. Biological Survey and Mitigation Measures for Burrowing Owls and Other Species

A qualified and licensed biologist contracted by the Contractor shall conduct a biological survey prior to the commencement of the construction activities. The biologist shall coordinate with the City of Holtville, California Department of Fish and Wildlife, and other governing authorities to obtain permits and clearance, as needed, to move forward with the construction phase of the project.

C. Educational Kiosk

Two (2) educational kiosks shall be installed at the entrance to the Alamo River Bridge. The kiosks shall describe the history of the bridge and include historic images reflecting the role of the rail line in the development of the surrounding growth area. The exact locations of the kiosks shall be determined by a representative of the City of Holtville. A sample of the proposed kiosk is provided in **Attachment B**. All images and descriptive content to be displayed on each kiosk shall be reviewed and finalized in coordination with the City of Holtville and the Contractor during the submittal review phase.

The Contractor is to include all costs associated with the environmental mitigation measures, as required in the Final Initial Study/Mitigated Negative Declaration, in the Bid, under “Environmental Mitigation Measures,” unless a specific separate bid item is included in the bid item list.

4. NO MOTOR VEHICLE SIGNS

Four (4) 24” x 24” minimum regulatory signs, R5-3 signs, prohibiting the use of motor vehicles, shall be installed at the project site. The signs shall be made of ASTM Type XI (high-intensity prismatic) sheeting with anti-graffiti (AG) films/coatings and UV coatings in accordance with the California Manual on Uniform Traffic Control Devices (CAMUTCD) requirements. The sign shall be installed on a wooden post in accordance with the Caltrans Standard Specifications requirements at the location as determined by the City of Holtville representative.

5. PERMIT REQUIREMENTS

The Contractor shall obtain all permits required by applicable authorities having jurisdiction for the construction of the Project, including permits necessary for access to and from the Project site during the construction phase. Such authorities may include, but are not limited to, the U.S. Army Corps of Engineers; California Department of Fish and Wildlife; California State Water Resources Control Board; Imperial Irrigation District; California Department of Transportation; County of Imperial; Union Pacific Railroad Company; other utility purveyors; and private property owners. The Contractor shall be responsible for complying with all requirements imposed by these governing authorities.

6. INSPECTION OF WORK

- A. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- B. The Contractor shall provide all inspection and testing services, including all geotechnical inspection and testing services, in accordance with the project specifications, unless specified to be provided by the Owner. The Contractor shall pay for all costs relative to the Geotechnical Testing and include the costs in the Bid, under “Geotechnical Engineering Testing, Monitoring, and Inspection.”
- C. The Construction Manager shall provide, at the Contractor’s expense, the testing and inspection services required by the Contract Documents if the Contractor fails or refuses to provide the required testing and inspection services.
- D. If the Contract documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Construction Manager, the Contractor will give the Construction Manager timely notice of readiness. The Contractor will then furnish the Construction Manager with the required certificates of inspection, testing, or approval.
- E. Inspections, tests, or approvals by the Construction Manager or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the Contract Documents.

- F. The Construction Manager and the Construction Manager’s representative will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal and/or State, or Local agency shall be permitted to inspect all work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- G. If any work is covered prior to inspection by the Construction Manager, it must, if requested by the Construction Manager, be uncovered for the Construction Manager’s observation and replaced at the Contractor’s expense.
- H. If the Construction Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Construction Manager’s request, will uncover, expose or otherwise make available for observation, inspection or testing as the Construction Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or any extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and construction, and an appropriate change order shall be issued.
- I. These Special Conditions supplement the General Conditions, Technical Specifications, and Plans. All requirements and provisions of the General Conditions, Technical Specifications, and Plans apply. Where codes, procedures, conditions, specifications, and requirements conflict, the most stringent shall apply. If there is a question or conflict regarding the responsibility of costs, it shall be assumed that the Contractor is responsible for the cost of any particular item or work requirement, and it shall be assumed that the Contractor has included the costs in the Contractor’s Proposal.

7. GEOTECHNICAL TESTING REQUIREMENTS

All geotechnical testing and inspections required for this project shall be conducted in accordance with the Plans, Supplementary Technical Special Provisions for the project, and the 2021 Edition of the Standard Specifications for Public Works Construction (The “GREENBOOK”), and this special conditions section. The Contractor shall provide and pay for the geotechnical testing and inspection services required for the project.

A copy of all tests shall be forwarded to the Construction Manager within four (4) days after the testing is complete.

The Geotechnical testing shall include, but not be limited to, the compaction tests on the existing native material, Class 2 Base, and sand material. Existing native material tests shall be required to verify the properties of the native soil to determine the optimum moisture content, gradation, durability, R-value, plasticity, sand equivalent value, and other properties, as needed for the construction of the footing during the submittal phase. Gradation, durability, R-value, plasticity, sand equivalent value, and other properties for the Sand and Class 2 Base shall also be required during the submittal process.

Compaction testing for the subbase grade (native material) as specified on the plans, specifications, and the Greenbook shall be required.

- A. A compaction test for the subbase grade material (native material), granular sand/Class 2 Base shall be required for every 100 lineal feet of sidewalk/DG path or every 500 square feet of concrete pad installed.
- B. One (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the engineer. The test results will be forwarded to the engineer for review. The engineer shall receive a concrete vendor slip for each truck load of concrete delivered to the project site. A Certificate of Compliance for concrete mix shall be provided for each day concrete is delivered to the project site.
- C. One (1) compaction test for the native earth shoulder area or match grade areas shall be obtained for each 300 lineal feet, at each lift, or each 900 square feet of shoulder areas or match grade areas.
- D. A concrete mix design document shall be submitted for the review and approval of the Construction Manager during the submittal process.
- E. Geotechnical testing for the existing native material, Class 2 Base, and Granular Sand during the submittal process.
- F. The geotechnical testing requirements indicated above are the testing requirements for the City of Holtville only. These requirements do not include all of the testing requirements by the Supplementary Technical Special Provisions for the project and the Greenbook requirements. The Contractor shall conduct all of the geotechnical testing as required by the project contract documents for the project construction compliance.
- G. Geotechnical engineers shall provide the Construction Manager with Monthly Summary Reports and Final Project Summary Reports and shall provide all other documentation required by the Owner and Funding Agency.

8. SURPLUS NATIVE MATERIAL

The excess native material resulting from the project shall be transported to a designated area within the City of Holtville Public Works Yard located south of Fourth Street between Cedar Avenue and Fern Avenue. All excess native material to be removed shall be transported to the designated area at the end of each working day during the construction period. At the conclusion of the project, the native material shall be placed in a maximum of one (1) foot lifts at the bottom of the large pond within the City of Holtville Public Works Yard. The native material shall be leveled and compacted to 90 percent of maximum density per Caltrans Standard Specifications. Additional lifts of native material shall not be placed until previous lifts have attained the specified percentage compaction.

9. CALIFORNIA CONSERVATION CORPS (CCC)

The City of Holtville shall enter into a contract with the California Conservation Corps (CCC) to provide workforce support to assist the Contractor with decomposed granite (DG) placement and landscape and irrigation system installation. The CCC workforce shall be limited to providing labor services only. The Contractor shall be responsible for all preparatory work, equipment, materials, and supervision of the CCC workforce crews. The Contractor shall coordinate work scheduling in advance with the CCC project manager or authorized representative.

Because the exact number of labor hours to be provided by the CCC workforce, relative to the labor hours required for the Contractor to perform the same work, is unknown, the Contractor shall deduct all or a portion of the labor costs from each applicable bid item associated with DG placement and landscape and irrigation system installation assisted by the CCC workforce. The Contractor shall submit estimated labor costs for each applicable bid item as part of the Schedule of Values during the submittal review phase.

The deducted amounts for each bid item shall be reviewed and approved through the balancing change order process. For bidding purposes, the Contractor shall bid each item assuming that the Contractor provides all labor, materials, and equipment required to complete the work. No unit price adjustments shall be allowed if quantities or costs associated with the DG placement, landscape, and irrigation system installation are reduced by more than 25 percent of the total bid item amount as a result of this cost deduction.

10. PRESERVATION/PERPETUATION OF SURVEY MONUMENTS

The Contractor shall be responsible for conducting an initial field survey research by a California-licensed professional land surveyor. The engaged California-licensed professional land surveyor shall complete and submit the Certificate of Monument Preservation form included at the end of this section prior to the commencement of the construction activities. The field survey research shall include researching of survey monuments record, maps and tie cards; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities; 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 Construction Manager of the City of Holtville 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 County Surveyor's Office, City Representative(s), Contractor and other stakeholders to preserve/perpetuate the found monuments.

The land surveyor shall determine and confirm if there are any records/maps to be prepared or establishment/re-establishment or perpetuation for the monuments found or not found is required in accordance with Section 16: Section 8771 (b) (c) and (d) of the Business and Professions Code (Land Surveyor's Act) unless monuments and the scope of work for the monuments (to remain, protect in place, to be perpetuated, to be furnished with a monument well, etc.) are specifically called out on the Plans.

Full compensation for completing field survey research by a California-licensed professional land surveyor to determine the existence/locations of the survey monuments, verify its conditions to be protected in place or to be perpetuated, filing and signing the Certificate of Monument Preservation, and coordination with the County Surveyor's Office, City Representative(s) and other involved

stakeholders shall be considered as included in the contract lump sum price paid for the “Survey Control” and no additional compensation shall be provided.

Any existing survey monuments or City/County/Caltrans 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 Business and Professions Code, the Professional Land Surveyors Act and to the satisfaction of the County of Imperial Surveyor’s Office. 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 constructed in accordance with the City of Holtville, County of Imperial and Caltrans requirements, per the jurisdictional requirements in their respective rights-of-way.

Corner Records or a Record of Survey as appropriate shall be prepared and filed by the licensed land surveyor or registered civil engineer authorized to practice land surveying at the County of Imperial Recorder’s Office. The copies of Corner Records or Record of Surveys recorded in compliance with the Business and Professional Code shall be forwarded to the Resident Engineer.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks and preparation of Corner Record/Record of Survey as “Extra Work” for survey monument/benchmark to be preserved/perpetuated unless a bid item is included for the survey monument/benchmark perpetuation. 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; 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 Business and Professions Code and to the satisfaction of the Resident Engineer and the County Surveyor’s Office.

	City of Holtville 121 W. 5 th Street Holtville, CA 92250 (760) 356-2912	Certificate of Monument Preservation
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City of Holtville Project No. _____

THE CONTRATOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ALL SURVEY MONUMENTS DESTROYED BY CONSTRUCTION. IF A VERTICAL CONTROL MONUMENT IS TO BE DISTURBED OR DESTROYED, THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO DEMOLITION/CONSTRUCTION.

- THE TYPE OF CONSTRUCTION MAY AFFECT SURVEY MONUMENTS (this line is for projects that are proposing demolition, trenching, associated with a CIP, etc.)

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 SHALL PROVIDE A CORNER RECORD OR RECORD OF SURVEY TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, IF APPLICABLE. (SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA)

I HAVE INSPECTED THE SITE AND:

- ATTACHED IS THE CORNER RECORD(S) OR RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF IMPERIAL COUNTY AND/OR A SKETCH SHOWING MONUMENTS SEARCHED FOR AND NOT FOUND. I HAVE PLACED "S.N.F." FOR EACH MONUMENT NOT FOUND.
- DETERMINED THAT NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK.
- DETERMINED THAT SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE
- DETERMINED THAT SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL
- BE FILED (No Corner Record or Record of Survey will be required)
- DETERMINED THAT OTHER AGENCY SURVEY MONUMENT (Corner Record or Record of Survey may not be required). Agency has been notified of possible monument destruction and a letter provided to City.
- A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # _____ OR RECORD OF SURVEY # _____

NAME	P.L.S. / R.C.E.	DATE
------	-----------------	------

Post Construction Corner Record (As-Built item)

- POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.
CORNER RECORD # _____ OR RECORD OF SURVEY # _____

NAME	P.L.S. / R.C.E.	DATE
------	-----------------	------

Special Conditions

11. 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 construction manager/resident engineer, they will become the basis for compensation for any Time and Material work requested by the City of Holtville. 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 construction manager/resident engineer.

Additionally, the use of the Time and Material Allocation will be at the sole discretion of the City of Holtville. All or any portion of the allocation amount may be deleted from the Contract.

The Time and Material allocation for this project shall be \$50,000. This is the number to be used for the bid proposals schedule.

12. ATTACHMENTS TO SUPPLEMENT SPECIAL CONDITIONS

Attachment A – Final Initial Study/Mitigated Negative Declaration

Attachment B – Sample Kiosk

**ATTACHMENT A
FINAL INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION**



City of Holtville

Final Initial Study/ Mitigated Negative Declaration

April 2025

- 1. Project Title:** The Alamo River Trail Trestle Bridge
- 2. Lead Agency:** **City of Holtville**
Name, Address & Phone: 121 W. Fifth Street
Holtville, CA 92250
Contact: George Galvan, AICP
(760) 337-3883
jgalvan@theholtgroup.net
- 3. Project Sponsor:** **City of Holtville**
Name, Address & Phone: 121 W. Fifth Street
Holtville, CA 92250
Contact: George Galvan, AICP
(760) 337-3883
- 4. Project Location:** The proposed project site is located within a 5.91-acre parcel, Assessor's Parcel Number (APN) 045-243-005, at the southwest corner of the City of Holtville within the incorporated city limits and above the Alamo River (**Please see Exhibit A – Regional Location Map and Exhibit B – Project Vicinity Map**).
Map Attached
- 5. Project Description:** The Alamo River Trail Trestle Bridge was constructed around circa 1904 with a length of about 350 feet, is an open deck bridge consisting of several short spans and is supported by a system of splayed vertical structural elements. A particular feature of this trestle is the apparent composite of both a timber bent system at both ends and a steel space truss system in the middle. The steel truss occupies the mid one-third of the length of the trestle and is bolted with rivet type connections. The steel rails have long been removed by A & K Railroad Materials for salvage use. As such, the remaining transverse timber beams, spaced at about 2 to 3 feet on center, form the current main top surface of the deck. These transverse beams are about 7-1/2 inch wide by 9-1/2 inch deep over the longitudinal wood girders and increase to 9-1/2 by 16 inches over the top chords of the steel truss. On each end of the transverse beams, a 3-foot-wide metal grating sidewalk supported by double cantilevered wood rafters provides access and adds to the total width of the trestle top deck. A set of 3'-6" tall vertical metal angles at about 3' on center are bolted to the tips of the double cantilevers to form a handrail system with horizontal cables. In August of 2009 a fire occurred in the vicinity of the trestle bridge which resulted in significant damage. A 2010 visual review of the trestle bridge found that the deck, support cross beams, grating, railings, and bents were completely damaged and in need of full replacement.

The trestle bridge repair will result in the replacement of the damaged structural bent timbers, structural cross beams, and other structural components. More specifically, the rehabilitation will consist of the demolition and replacement of the damaged portions of the bridge (approximately 1,000 square feet), and the

installation of 3,500 square feet of bridge decking suitable for non-motorized trail users, 350 linear feet of Americans with Disabilities Act (ADA) compliant bridge railings suitable for pedestrians and bicycles, and 350 square feet of bridge landing suitable for the transition between the bridge and the existing Alamo River Trail. The damaged structures will be replaced with timber, when feasible, to match the nondamaged portion of the bridge and restore the aesthetic appeal of the bridge. Of the eighteen (18) bents that act as key support systems and hold up the bridge deck between spans, only one bent located on the river bank approximately twenty-six (26) feet west of the river bed will be replaced. No work will be conducted on the river bed. The improvements will result in the repair and conversion of the existing trestle bridge into a multimodal pathway suitable for non-motorized users including pedestrians, bicycles and equestrian traffic.

The project will also include improvements to the existing Alamo River Trail aimed at extending the trail to connect to the trestle bridge walkway. The trail improvements will consist of an 8-foot wide, 12 inch deep, class 2 base trail continuation section from the east edge of the Alamo River Bridge to the existing 8-foot-wide plain cement concrete trail. Additional improvements include trail side amenities consisting of 45,000 square feet of mulch, fifteen (15) trees from fifteen (15) gallon containers, thirty-five (35) each of bushes, shrubs, and grasses, six (6) benches, two (2) informational kiosks, four (4) "No Motor Vehicles" signs, and one (1) funding acknowledgement sign. All proposed landscaping will comply with the State Model Water Efficient Landscape Ordinance (MWELO) and have its own irrigation consisting of drip fittings and tree bubblers.

6. General Plan Designation:

City Existing: Open Space

Proposed: No Change

The proposed project will further program number 6 of the Circulation Element of the 2017 General Plan which consists of developing a pedestrian and bicycle network with the goal of connecting public, residential, and business areas within the City of Holtville.

7. Zoning:

City Existing: Open Space

Proposed: No Change

The proposed project will further the intent of Open Space zones which is to provide open spaces for the preservation of natural resources, managed production of resources, outdoor recreation, the protection of public health and safety, and the preservation of natural scenic areas for the existing and future population.

8. Surrounding Land Uses and Setting:

The properties bordering the north and west boundaries of the project site are undeveloped while to the south and east boundary lie State Highway 115 managed by the California Department of Transportation. Project activities will not encroach into neighboring properties and will remain within the project site.

9. Other Agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)

a) California Water Resources Control Board

10. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun? While the City of Holtville has not received a request for consultation for the project

pursuant to California Public Resources Code Section 21080.3.1, the draft IS/MND was sent to the Native American Heritage Commission (NAHC) during a 30-day review period for review and comments. As of the preparation of this revised MND, no comments from the NAHC were received.

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 21083.3.2.) 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.

EXHIBIT A – REGIONAL LOCATION MAP

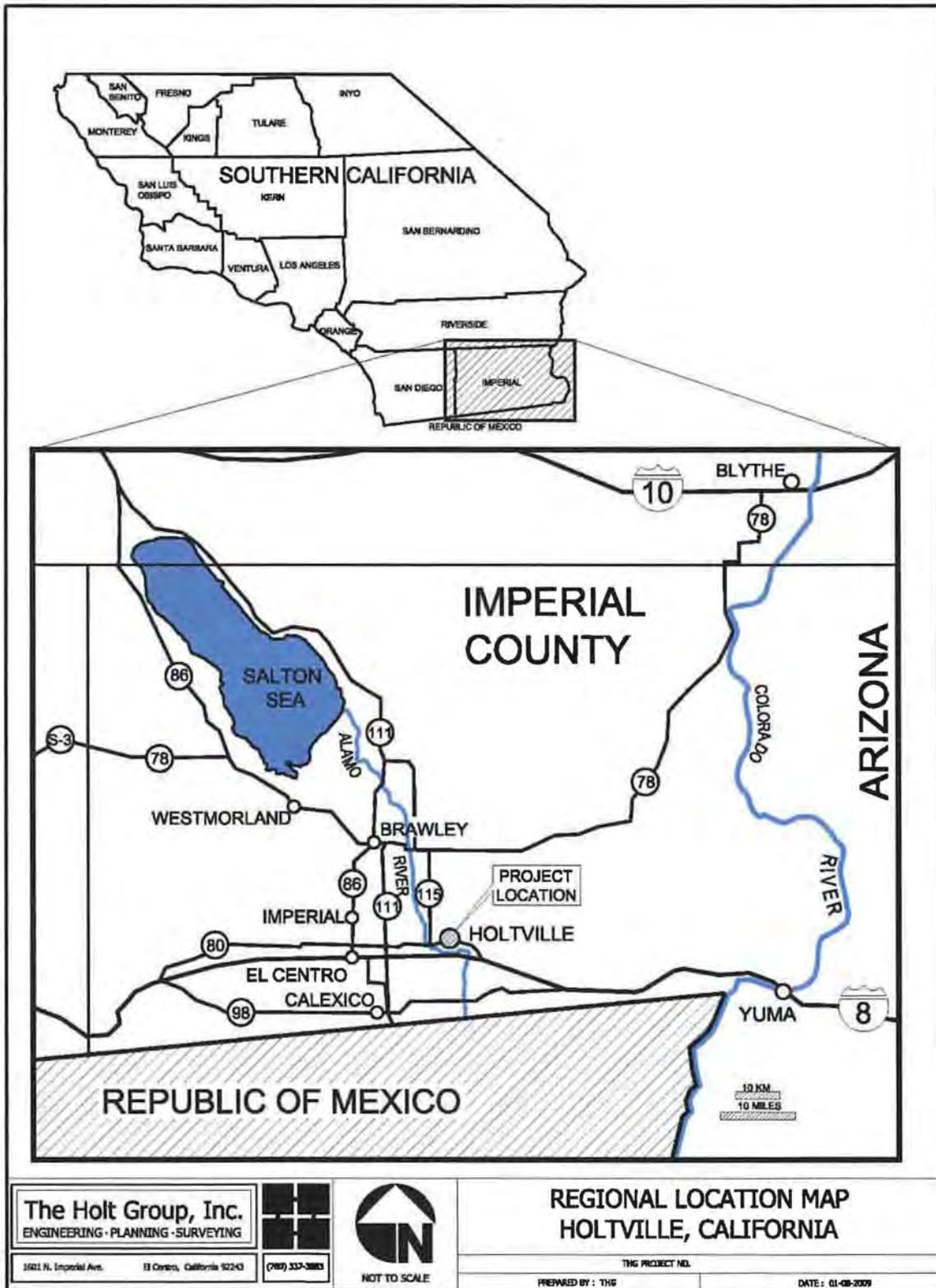
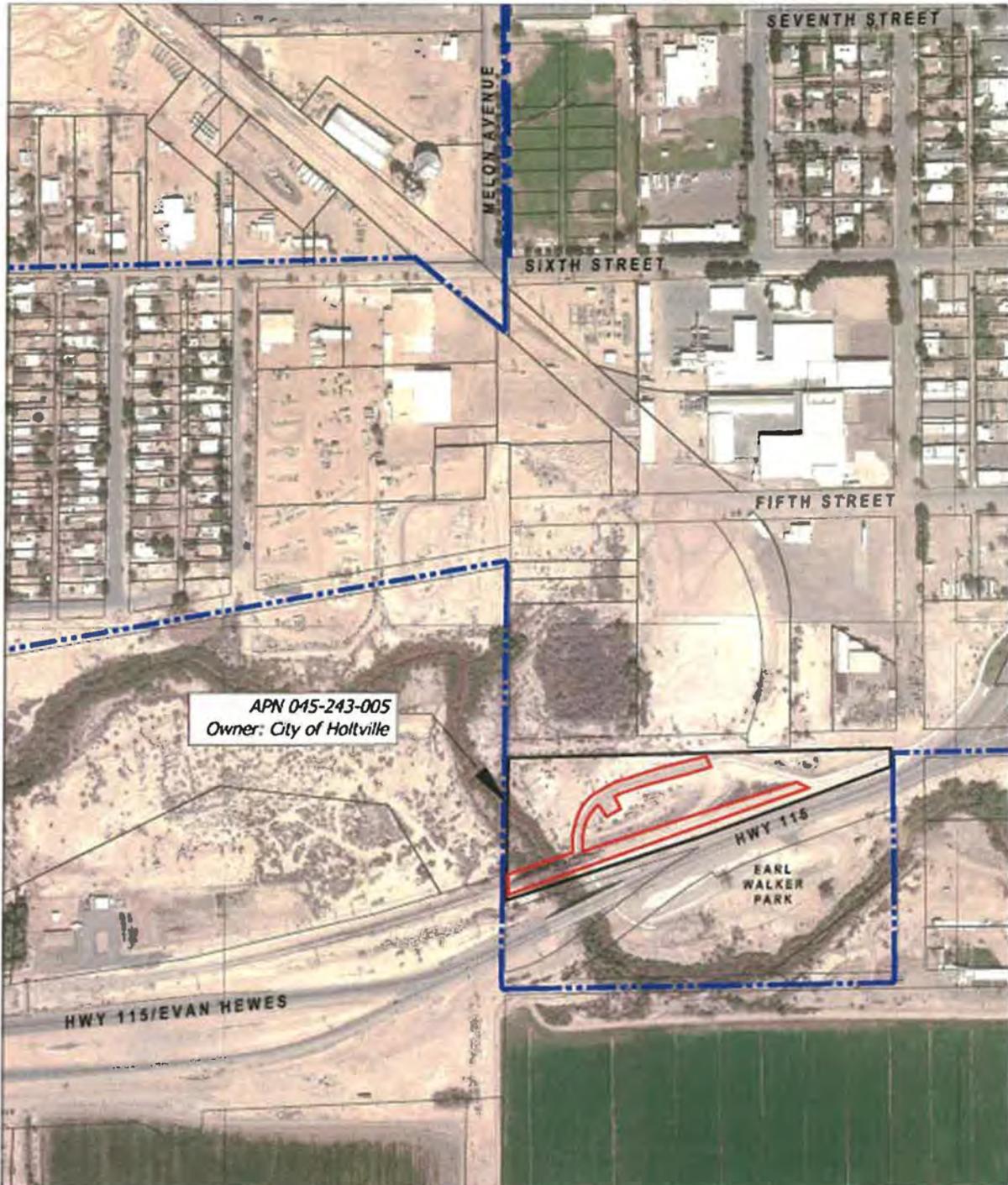


EXHIBIT B – THE ALAMO RIVER TRAIL TRESTLE BRIDGE



APN 045-243-005
Owner: City of Holtville

 Project Area  City Limits  Property Line

The Holt Group, Inc. ENGINEERING - PLANNING - SURVEYING 1601 N. Imperial Ave. El Centro, California 92243 (760)337-3883	 NOT TO SCALE	ALAMO RIVER TRESTLE BRIDGE TRAIL HOLTVILLE, CA	VICINITY MAP
			THG Project No. 116.489 Date: 12/06/2024

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.

	Aesthetics		Agricultural and Forestry Resources	X	Air Quality
X	Biological Resources	X	Cultural Resources		Energy
X	Geology/Soils		Greenhouse Gas Emissions		Hazard & Hazardous Materials
	Hydrology/Water Quality		Land Use/Planning		Mineral Resources
	Noise		Population/Housing		Public Services
	Recreation	X	Transportation		Tribal Cultural Resources
	Utilities/Service Systems		Wildfire	X	Mandatory Findings of Significance

ENVIRONMENTAL REVIEW COMMITTEE DETERMINATION:

On the basis of the attached Initial Study, the City of Holtville's Environmental Review Committee finds that:

The proposed project could not have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
The proposed project could have a significant effect on the environment; however, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
The proposed project MAY have a significant effect(s) on the environment and an ENVIRONMENTAL IMPACT REPORT is required	
The proposed project MAY have a significant effect(s) 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, if the effect is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated." A FOCUSED ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
Although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (1) have been analyzed in an earlier EIR pursuant to applicable standards and (2) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project. No further action is required.	

CA Department of Fish and Game

VOTE

No Impact Finding Requested

Yes	No	Abstain	Members of the EEC
X			Public Works
X			Police
X			Fire
X			Planning
X			Finance

04/28/2025

George Galvan, AICP, City Planner

Date

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.
5. Earlier analysis 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.

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.
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

I. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantially adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

Background:

The main proponent of the proposed project consists of the demolition and replacement of the damaged structural bent timbers, cross beams, and other structural components of the trestle bridge along with the installation of new decking to serve as a multimodal pathway suitable for non-motorized users including pedestrians, bicycles and equestrian traffic. Additional improvements consist of extending the existing Alamo River Trail to connect to the trestle bridge and the addition of trail side amenities such as landscaping, benches, and signage. The trestle bridge dates to 1904 where it served freight rail traffic up to 1995 when said traffic ceased operation. The trestle bridge is composed of both a timber bent system at both ends and a steel space truss system in the middle making for a unique landmark in the City of Holtville visible to pedestrian traffic along the Alamo River Trail and vehicular traffic traveling through State Highway 115 just south of the bridge. The materials making up the trestle bridge complement the City of Holtville’s historic architecture which includes classical revival, mission revival, and California desert architectural styles. As such, all damaged segments of the trestle bridge will be replaced with materials intended to match the nondamaged portions of the bridge and conserve its aesthetic design to the maximum extent possible. Once completed, the pedestrian walkway atop the trestle bridge will provide an overhead view of the Alamo River which consists of undisturbed land with overgrown brush and arrowweed, salt cedar, quail bush, iodine bush, phragmites, mesquite, desert mistletoe, creosote, and five hook bassia. Upon completion, the extension of the existing Alamo River Trail to the trestle bridge will provide more recreational amenities and improve public access to the bridge’s visual character and quality of the Alamo River open space. The project does not include any changes or alterations to the Alamo River and will only replace damaged portions of the trestle bridge with the same or similar materials, install a pedestrian walking trail on the deck of the bridge, and pave the existing unpaved portions of the Alamo River Trail up to the trestle bridge. Thus, the project will preserve the surrounding area and minimize all aesthetic impacts to the lowest extent possible. Therefore, there will be no significant adverse impacts to the aesthetics of the surrounding areas.

Aesthetics Impact Discussion:

- a) **Have a substantial adverse effect on a scenic vista? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. To preserve the visual aesthetic of the trestle bridge, the materials used for replacement will be the same or similar to the nondamaged segments of the bridge. The trestle bridge overlooks the Alamo River, which provides a scenic view of the natural areas along the river. By repairing the bridge and establishing a pedestrian walkway, the City of Holtville will be opening the scenic view to the public while retaining its aesthetic properties. The improvements to the Alamo River Trail will replace the existing gravel portions of the trail and add additional amenities to make it more accessible to the public and protect the natural aesthetics of the Alamo River by limiting pedestrian traffic to an established walking and bicycle trail. Therefore, the project will not result in any adverse effects on a scenic vista.
- b) **Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The project will not damage, alter, or remove any scenic resources from the Alamo River. The project will instead repair and improve an existing structure and walking trail through the addition of native landscaping and trail side amenities along the existing trail. Furthermore, the California Department of Transportation does not list any scenic highways near the project site. Therefore, there will be no impact.
- c) **In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? - Less Than Significant Impact** - The trestle bridge provides an overhead view of the Alamo River which currently consists of undisturbed land with overgrown brush and arrowweed, salt cedar, quail bush, iodine bush, phragmites, mesquite, desert mistletoe, creosote, and five hook bassia. The Alamo River Trail takes advantage of this natural scenery by implementing a pedestrian trail to give users an accessible public trail and protecting the natural aesthetics of the Alamo River by limiting nonmotorized traffic to an established walking and bicycle trail. The project will provide a unique view of the wildlife along the Alamo River via the repair of the trestle bridge, installing a multimodal walkway on the deck of the bridge, and completing the improvements to the Alamo River Trail. Rather than degrade the existing public view, the project will further enhance it via the creation of a new vista at the top of the bridge. Additionally, the proposed project furthers the goal of the City of Holtville Zoning Ordinance as it is located within an open space zone which is intended for the preservation of natural resources, managing production of resources, outdoor recreation, protection of public health and safety, and preservation of natural scenic areas for the existing and future population. Therefore, the proposed project will have a less than significant impact.
- d) **Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? - Less Than Significant Impact** - The proposed project does not include any structures or building materials with highly reflective properties such as glass or high gloss surface colors that would adversely affect day or nighttime views in the area. While solar bollard lights are proposed for the pedestrian walkway, said fixtures are intended to ensure the health and safety of the public utilizing the bridge and will have all lighting fixtures directed on the walkway away from the Alamo River and surrounding properties. Therefore, the project will have a less than significant impact.

II. AGRICULTURE AND FORESTRY 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 Dept. 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:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
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))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
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?				X

Background:

The Alamo River Trail Trestle Bridge was constructed around circa 1904 where it operated as a bridge for freight rail traffic until it was decommissioned in 1995. Since its decommissioning the bridge remained unutilized until its acquisition by the City of Holtville and plans to convert it into a multimodal walkway went underway. The Alamo River Trail was officially opened to the public in 2016 and continues to operate as an accessible trail for public use. The project site is unsuitable for agricultural use given its proximity to the Alamo River and the sloped topographical nature of the surrounding land. There is also no history of prior agricultural uses in or near the project site. Furthermore, neither the United States Forest Service nor the Bureau of Land Management identify any forest lands within the County of Imperial where the proposed project is located.

Agricultural Resources Impact Discussion:

- 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? - No Impact** - The trestle bridge served as a bridge for freight rail traffic from 1904 to 1995 where it was decommissioned and remained unused for decades. While the City of Holtville Zoning Ordinance allows specific agricultural uses within Open Space zones, the proximity to the Alamo River and sloped topography makes the land unsuitable for agricultural uses. Thus, there is no history of the project site being utilized for agricultural uses. Furthermore, the California Department of Conservation Farmland Mapping and Monitoring Program classifies the project site as other land which includes vacant nonagricultural land as part of its description. Therefore, the proposed project will have no impact on important farmland.
- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract? - No Impact** - The proposed project site is zoned Open Space which is intended for the preservation of natural resources, managing production of resources, outdoor recreation, protection of public health and safety, and preservation of natural scenic areas for the existing and future population. While limited agricultural uses are permitted in Open Space zones, the proximity to the Alamo River and topography makes it unsuitable for agricultural uses. Furthermore, the surrounding properties are all zoned industrial and residential mixed-use which do not permit agricultural uses nor are they within a Williamson Act contract. Therefore, the proposed project will have no impact.
- 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 511040(g))? - No Impact** - According to the United States Forest Service and the Bureau of Land Management, there are no forest lands nor timber lands within the County of Imperial where the proposed project is located. Therefore, the proposed project will have no impact on both forest and timber lands.
- d) **Result in the loss of forest land or conversion of forest land to non-forest use? - No Impact** - As previously mentioned, neither the United States Forest Service nor the Bureau of Land Management identify forest lands nor timber lands within the County of Imperial where the proposed project is located. Therefore, the proposed project will have no impact on forest and timber lands.
- 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? - No Impact** - As previously mentioned, the California Department of Conservation Farmland Mapping and Monitoring Program classifies the project site as other land or vacant nonagricultural land while both the United States Forest Service and the Bureau of Land Management lists zero forests within the County of Imperial where the proposed project is located. Therefore, there is no risk of converting farmland into nonagricultural uses nor forest land into non forest use. Thus, the proposed project will have no impact.

III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
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?		X		
c) Expose sensitive receptors to substantial pollutant concentrations?		X		
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Background:

The project site is located within the Salton Sea Air Basin. The Imperial County Air Pollution Control District (ICAPCD) is responsible for ensuring that all State and Federal ambient air quality standards are achieved and maintained within the County of Imperial. The County of Imperial is designated as a “non-attainment” area with respect to Federal Standards for both particulate matter (PM10) and ozone (smog). Rural single-family homes are within a quarter mile of the project site and immediate vicinity which are considered sensitive receptors. Grading and construction activities of the proposed project may generate significant amounts of dust (PM 10). It is estimated that construction will take approximately two (2) months to complete. Mitigation measures will need to be incorporated to lessen impacts from dust, in accordance with ICAPCD regulations. Additionally, the project will comply with all ICAPCD rules and regulations.

Air Quality Impact Discussion:

- a) **Conflict with or obstruct implementation of the applicable air quality plan? - Less Than Significant Impact** - Operation of the proposed railroad bridge repair and Alamo River Trail improvements will not result in emissions of significant quantities of criteria pollutants listed in the California Ambient Air Quality Standards or toxic air contaminants as identified by the California Air Resources Board, nor will it obstruct the implementation of any air quality plan. ICAPCD requires all construction projects to acquire a permit prior to any construction activities. Rather than conflict or obstruct the implementation of an air quality plan, the City of Holtville will require the preparation of a dust control plan and the implementation of air quality measures as required by ICAPCD. Therefore, the proposed project will have a less than significant impact to any applicable air quality plans.
- 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? - Potentially Significant Unless Mitigation Incorporated** - The County of Imperial is a nonattainment area for both particulate matter (PM10) and ozone. Vehicle trips will be generated by the proposed project during construction. According to ICAPCD, projects that generate less than 2,000 average daily trips (ADT) are below the screening level criteria.

Thus, Short-term emissions resulting from construction activities will need to be reduced through the implementation of mitigation measures incorporated into the project. It is estimated that construction will take approximately two (2) months to be completed.

Mitigation Measures

AQ-1: Dust Control Plan

The contractor shall submit a Dust Control Plan identifying all sources of PM10 Emissions to ICAPCD for approval. Construction of the project site will be subject to the requirements of ICAPCD Rule 800, Fugitive Dust Requirement for control of fine particulate matter (PM10).

- *Inactive Construction Areas:* Apply non-toxic soil stabilizers, dust suppressants, tarps, or other suitable material to all inactive construction areas. Visible emissions shall be limited to 20% opacity for dust emissions.
- *Active Site Area:* Water active site areas twice daily or as needed to comply with Regulation VIII.
- *Storage Piles:* Control dust for material storage piles by either enclosing, covering and watering twice daily or as needed to comply with Regulation VIII. Outdoor storage of fine particulate material is prohibited.
- *Hauling:* All trucks hauling dirt, sand, soil, or other loose materials shall be covered, unless six inches of freeboard space from the top of the container is maintained with no spillage. In addition, the cargo compartment of all haul trucks is to be cleaned or washed at the delivery site after removal of bulk material.
- *Adjacent Roadways:* Pave permanent roads as quickly as possible to minimize dust. Install wheel washers where vehicles enter and exit unpaved roads onto paved roads or wash off trucks and any equipment leaving the project site. Sweep streets at the end of the day.
- *Unpaved Roads and Parking/Staging Areas:* Apply water three times daily, dust suppress or chemically stabilize with non-toxic soils all unpaved roads and parking. Visible emissions shall be limited to 20% opacity.
- *Speed Limit:* Traffic speeds on unpaved roads shall be limited to 5 miles per hour.
- *Construction Roadways:* Pave construction roads that have a traffic volume of more than 50 daily trips. Access roads leading into the construction site shall be paved at least 25 feet from the main road.
- *Disturbed Areas:* When active construction ceases on the site, replace ground cover as quickly as possible.
- *Track Out or Carry Out:* Track out will be cleaned at the end of each workday or immediately when mud or dirt extends a cumulative distance of 50 linear feet or more onto a paved road within an urban area.

Timing/Implementation: Prior to and during construction/Contractor

Enforcement/Monitoring: City of Holtville

AQ-2: Air Quality Measures

The Applicant shall ensure the following air quality measures are shown on applicable grading permits:

- a. Construction of the project site will be subject to the requirements of the Imperial County Air Pollution Control 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 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.
 - Replace fossil fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set).
 - Maintain all construction equipment in proper tune according to manufacturer's specifications; fuel off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generators sets, compressors, with ARB certified motor vehicle diesel fuel.
- b. To provide a greater degree of reduction of PM10 emissions from construction combustion equipment per Air Pollution Control District recommendations, the project shall 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.
- c. The proposed project shall further implement activity management (e.g. rescheduling activities to reduce short-term impacts).

Timing/Implementation: During Construction/Contractor

Enforcement/Monitoring: City of Holtville

- c) Expose sensitive receptors to substantial pollutant concentrates? - Potentially Significant Unless Mitigation Incorporated** - The proposed project is located within a quarter of a mile of existing residences. The potential increase in emissions within this area and region, as a result of the construction of the proposed project in addition to other related activities have the potential to contribute to the generation of pollutant concentrates. The project will need to incorporate dust control measures in accordance with ICAPCD regulations for dust control during construction activities. It is estimated that construction will take approximately two (2) months to be completed. Mitigation measures have been incorporated to mitigate any potential impacts caused by the project.

Mitigation Measures

Implement Mitigation Measure AQ-1: Dust Control Plan

Implement Mitigation Measure AQ-2: Air Quality Measures

- d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? - Less Than Significant Impact** - The proposed project is adjacent to vacant parcels and State Highway 115 which are within a quarter of a mile from the nearest sensitive receptor (residential zone) and at a lower elevation from said receptors making the generation of odors above what is normal in the area unlikely during construction. Therefore, the project will have a less than significant impact.

IV. BIOLOGICAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Game or U.S. Fish and Wildlife Service?		X		
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 Game or U.S. Fish and Wildlife Service?		X		
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?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
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?				X

Background:

A formal biological survey was conducted in June of 2016 for the City of Holtville Alamo River Wetlands Walking Trail project which stretches approximately 1.3 miles from Earl Walker Park, 500 feet south of the project site, to the City of Holtville Wetlands north of the project site. While the survey spans the length of the proposed Alamo River Walking trail, the trestle bridge project is well within the biological surveys scope given that the trestle bridge and portions of the trail to be improved are part of the overall Alamo River Trail project. The 2016 biological survey concluded by stating that no riparian habitats nor any endangered, threatened, or species of concern would be affected (See **Appendix A - Biological Report**). Nonetheless, the age of the survey coupled with potential disturbance from construction activities within this area may potentially impact the biological resources in the area thus requiring mitigation measures to reduce the impact to less than significant.

Biological Resources Impact Discussion:

- 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 Game or U.S. Fish and Wildlife Service? - Potentially Significant Unless Mitigation is Incorporated** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The 2016 biological survey determined that no endangered, threatened, or species of concern would be affected by the Alamo River Trail project which encompasses the proposed trestle bridge repairs and trail improvements. The survey further focused on searching for signs of Burrowing Owl (BUOW) activity but made no such findings and determined that the habitat is not favorable to burrowing and that the burrowing owl would not be expected in the trail area which includes the project site. While the survey did not identify any impact on endangered, threatened, or species of concern, the survey's age is a concern since it does not fully account for the current conditions of the project site and the single survey may not address all potential impacts to biological resources in the area. Therefore, the City of Holtville will implement the following measures as recommended by the California Department of Fish and Wildlife (CDFW):

Mitigation Measures

BIO-1: Nesting Bird Survey

To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.

If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-2: Buffers

If active avian nest(s) are discovered within or 500 feet from the work limits, a buffer shall be delineated around the active nest(s) measuring 300 feet. A qualified biologist shall monitor the nest(s) weekly after commencement of construction to ensure that nesting behavior is not adversely affected by such activities.

Timing/Implementation: Prior to and during Construction/ Licensed Biologist and Contractor

Enforcement/Monitoring: City of Holtville

BIO-3: Noise Mitigation Program

During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.

Timing/Implementation: During Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-4: Burrowing Owl

Western Burrowing Owl. If complete avoidance cannot be achieved an CESA Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW. Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.

To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.

Timing/Implementation: Prior to Construction/City of Holtville, Qualified Biologist, CDFW, and Contractor

Enforcement/Monitoring: City of Holtville

BIO-5: LSA Agreement

If project activities occur in the Alamo River, CDFW will be notified for a Streambed Alteration Agreement (LSA) pursuant to Fish and Game Code section 1602.

Timing/Implementation: Prior to Construction/City of Holtville and CDFW

Enforcement/Monitoring: City of Holtville

BIO-6: Biological Survey

Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-7: Swallow Nesting

Construction shall either occur outside of the swallow nesting period (generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian Biologist which could include methods to deter swallow nesting.

Timing/Implementation: Prior to and during Construction/City of Holtville and CDFW

Enforcement/Monitoring: City of Holtville

BIO-8: Bat Species

Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area. The following actions will also be conducted as needed:

- If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.
- If active maternity roosts are identified in the work area or 500 feet extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.
- If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area. A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-9: Yuma Ridgway Rail Survey

Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak

breeding season (generally February 15 to September 30). CDFW shall be notified in writing of the detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-10: Burrowing Owl Breeding and Non-breeding Surveys

The City of Holtville shall perform breeding and non-breeding surveys per the guidance of the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), assess the impact, and create mitigation measures to include avoidance, minimization, and mitigation for any burrowing owls identified on-site, and these same measures be applied to any individuals found during any take avoidance surveys. The guidance of mitigating impacts to burrowing owls in the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012) shall be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-11: Arrow-weed Thickets

To the greatest extent practicable, all project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.

Timing/Implementation: Prior to and during Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-12: Nighttime Lighting

During Project construction and operations over the lifetime of the Project, the City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <https://darksky.org/>). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.

Timing/Implementation: Prior to and during Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-13: Education Program

A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

- 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 Game or U.S. Fish and Wildlife Service? - Potentially Significant Unless Mitigation Measures are Incorporation** - Sensitive habitats are those that are designated either rare within the region by governmental agencies or known to support sensitive animal or plant species and/or they serve as "corridors" for wildlife within the region. The vegetation community along the Alamo Riverbanks mainly consists of weedy plants such as salt cedar, fragmites and arrowweed. The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. While the project is not proposing to remove any existing vegetation, the City will strive to avoid and minimize impacts to the vegetation to the greatest extent possible. Furthermore, the City of Holtville will still implement the following mitigation measures as recommended by CDFW,

Mitigation Measures

Implement Mitigation measure BIO-1: Nesting Bird Survey

Implement Mitigation measure BIO-2: Buffers

Implement Mitigation measure BIO-3: Noise Mitigation Program

Implement Mitigation measure BIO-4: Burrowing Owl

Implement Mitigation measure BIO-5: Streambed Alteration Agreement

Implement Mitigation measure BIO-6: Biological Survey

Implement Mitigation measure BIO-7: Swallow Nesting

Implement Mitigation measure BIO-8: Bat Species

Implement Mitigation measure BIO-9: Yuma Ridgway Rail Survey

Implement Mitigation measure BIO-10: Burrowing Owl Breeding and Non-breeding Surveys

Implement Mitigation measure BIO-11: Arrow-weed Thickets

Implement Mitigation measure BIO-12: Nighttime Lighting

Implement Mitigation measure BIO-13: Education Program

- c) **Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? - No Impact** - The proposed project site does not contain areas targeted for preservation and enhancement as wetlands. The nearest wetland planning area is located 1.3 miles north of the project site but will have no direct effect on the site. Therefore, the proposed project will not have any adverse impacts on federally protected wetland stream channels.
- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? - Less Than Significant Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. While the project is expected to open access to the bridge and increase the human use of the trail, the affected areas are already disturbed and will not negatively encroach, nor impact areas used by wildlife. Therefore, the proposed project is expected to have a less than significant impact on the movement of wildlife species in the area.
- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? - No Impact** - There are no local ordinances or policies in effect protecting biological resources within or near the project site; therefore, there will be no impact.
- 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? - No Impact** - The proposed project site is not located within or in the vicinity of any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan; therefore, there will be no impact.

V. CULTURAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Disturb any human remains, including those interred outside of designated cemeteries?			X	

Background:

In Imperial County, approximately 7,000 prehistoric archaeological sites have been recorded (Imperial County General Plan, 1998). A wide variety of site types are represented including settlements, trails, rock art, geoglyphs, fish traps, and resource procurement and manufacturing locations. The distribution

and availability that currently exists is a direct consequence of several environmental and historic factors which include the periodic flooding of ancient Lake Cahuilla and the existence of the New River and Alamo River. These factors encouraged prehistoric settlement and resource use in the vicinity of their shorelines and riverbanks.

Within the City of Holtville there are various historic structures including City Hall, Holt Park, and the water tower (Holtville, 2003). Although the City of Holtville has many properties with historic value, none have been recognized as a California Historical Landmark within City Limits. The nearest historical landmark is the Tecolote Rancho Site, located approximately 1.5 miles from the proposed project site on East Country Highway 8 and Barbara Worth Road. Out of an abundance of caution, a cultural resources survey was completed in July of 2016 which resulted in the identification of two previously recorded historical resources located outside of the project but within half a mile of the project site: 1) Holt Park (City Hall Buildings) and the Ash Main Canal (**See Appendix B-Cultural Resources Report**). Furthermore, on January 31, 2022, a Historic Resources Mitigation Measures report was conducted to clarify mitigation measures for the proposed improvements to ensure any restoration of the bridge is done with the intent to preserve its historical structure and characteristics (**See Appendix C – Historic Resources Mitigation Measures for the Holton Interurban Railway Alamo River Trestle Bridge**).

Cultural Resources Impact Discussion:

- a) **Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? - Potentially Significant Unless Mitigated** - Approximately 200 historic sites have been recorded in Imperial County. A record search through the Southeast Information Center (SIC) located at the Imperial Desert Museum did not identify any known historical resources eligible for the California or National Register near the proposed project site. As part of its conditional approval for the proposed project, the City of Holtville required that mitigation measures be prepared prior to initiating the repair of the trestle bridge to ensure the repairs respect the historic structure's construction and changes over time. In response to the Cultural Resources Survey, A Historic Resources Mitigation Measures study was prepared for the proposed project. The study recommended several mitigation measures to be implemented for the rehabilitation and repair of the bridge to ensure that the historic design and construction of the bridge are part of the improvement project. With the implementation of these recommended measures, the impact to the historical resource will be mitigated.

Mitigation Measures:

CR-1: Inventory of Existing Conditions

Prior to the repair or rehabilitation of the bridge, it is recommended that an inventory be conducted to determine the age of the current existing materials. Specifically, the different elements of the bridge should be inspected to determine if they are original to the bridge or if they were modified/added at a later date. If individual members were replaced in-kind as part of the maintenance of the bridge over time, these do not need to be removed. Only materials that altered the original design or appearance of the bridge should be removed; however, replacement members should be noted in the inventory for documentation purposes.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-2: Historic American Engineering Record

Prior to the repair or rehabilitation of the bridge, it is recommended that the current condition of the bridge be documented through HAER-like documentation. The inventory of existing conditions conducted prior to this task should be used to help describe any modifications that have been made to the bridge and identify the remaining original portions. The HAER-like report should include a written presentation describing the physical entity and any appropriate engineering or architectural elements deemed important to the historical record. The report

should provide a history of the bridge and its association with the development of the cities of El Centro and Holtville. The HAER-like process includes gathering historic photographs and any available engineering drawings, plans, and elevations. The formal recordation of the current configuration of the bridge includes digital photographs keyed to an engineering map of the bridge and a site plan to show the location of each photograph. All information and photographs generated by the HAER-like program should be incorporated into a report and attachments prepared for submittal to the City of Holtville and any designated curation centers.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-3: Removal of Non-Historic Materials

All materials added to the bridge after its 1904 completion that altered its original appearance should be removed if feasible. This includes the steel truss that was added in place of the original trestle and the metal deck plates added to either side of the railroad tracks. Any additional modern materials identified during the inventory of the bridge, or due to their absence in historic photographs or drawings, should also be removed.

Timing/Implementation: During Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-4: Inspection of Existing Materials for Decay and Treatment

The historic materials remaining after modern elements have been removed should be inspected for decay.

Timing/Implementation: After Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-5: Repair and Replacement of Decayed or Damaged Materials

All original bridge members or materials that are rejected due to decay or damage should be repaired or replaced in-kind with historically accurate materials to retain the bridge's original historic character. Historic photographs and drawings found during historical research should be used as guidance for the repair and in-kind replacement of decayed or damaged materials. Any materials to be added to the historic bridge to facilitate the pedestrian use of the river crossing as part of the trail project shall match, to the extent possible, the appearance of the original materials. The existing track should remain but could be bordered by wood planks of sufficient height to allow a level pedestrian passage across the bridge. Finally, a plaque or historical marker should be placed at the entrance to the bridge that provides a description of the bridge's history, providing any historic images that reflect the history of the rail line in the growth of the area.

Timing/Implementation: During Construction/Contractor

Enforcement/Monitoring: City of Holtville

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? - Potentially Significant Impact Unless Mitigation is Incorporated** - A sensitivity site map was prepared by Mr. Jay Von Werlhof of Imperial Valley College illustrating general areas that are very sensitive or moderately sensitive to contain prehistoric resources as well as those areas not expected to contain any prehistoric resources. The survey identified the areas along the Alamo River as very sensitive since it was extensively utilized by the Kamia as late as the mid 1800's. Although a search of existing records on the project site identified no known significant archeological resources for the project, the City of Holtville will still take precautionary measures so that any potential impacts to archeological resources are mitigated to less than significant. Mitigation measures have been incorporated to ensure any impacts are less than significant.

Mitigation Measures:**CR-6: Project Design**

Design and construction of the Pete Mellinger Alamo River Trail and modifications to the historical railroad bridge must be precisely delineated to avoid any identified historic sites.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-7: Cultural Materials

The design/construction plans shall further incorporate language that stipulates that if buried cultural materials are encountered during construction, work in that area must halt until a qualified archaeologist can evaluate the nature and significance of the finding.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-8: Evaluation Program

If design of the trail is unable to avoid the historic sites beyond 50 feet of their original delineation, a cultural/historic evaluation program to assess potential impacts associated with the proposed project shall be prepared prior to any construction activities and an amendment to this MND shall be prepared and recirculated if further mitigation measures are warranted.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

CR-9: Archeologist

An archaeologist shall be present should excavation be proposed at depths greater than five feet.

Timing/Implementation: Prior to and during Construction/Contractor

Enforcement/Monitoring: City of Holtville

- c) Disturb any human remains, including those interred outside of designated cemeteries? - Less Than Significant Impact** - Based on a search of the existing records, a formal cemetery exists approximately three quarters of a mile west of the project location. While the formal cemetery is located a sufficient distance from the project site so as not to be affected, the following mitigation measure will be implemented to further ensure that any potential impact is reduced to less than significant.

Mitigation Measure:**CR-10: Discovery of Human Remains**

If evidence of human remains is discovered, construction activities within 200 feet of the discovery shall be halted or diverted and the Imperial County Coroner shall be notified (Section 7050.5 of the Health and Safety Code). If the Coroner determines that the remains are Native American, the Coroner will notify the NAHC which will designate a Most Likely Descendant (MLD) for the project (Section 5097.98 of the Public Resources Code). The designated MLD will be given 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains (AB 2641). If the landowner does not agree with recommendations of MLD, the NAHC can mediate (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement; or recording a document with the county in which the property is located (AB 2641).

Timing/Implementation: During construction

Enforcement/Monitoring: NAHC, Imperial County Coroner, and Imperial County Department of Planning and Development Services.

VI. ENERGY. Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Background:

Construction of the project site will be subject to the requirements of the Imperial County Air Pollution Control Standard Mitigation Measures for Construction Combustion Equipment. To provide a greater degree of reduction of PM10 emissions from construction combustion equipment per Air Pollution Control Districts recommendations, the project shall 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.

Energy Impact Discussion:

- a) **Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. - Less than Significant Impact** - The project construction schedule is expected to last two (2) months. The proposed project would require site preparation, grading, structural repairs, landscaping, and paving. The construction phase would require energy for the manufacture and transportation of building materials, preparation of the site (e.g., site clearing, and grading), and repair of the trestle bridge. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy for these tasks. The overall construction schedule and process are already designed to be efficient to avoid excess monetary costs. For example, equipment and fuel are not typically used wastefully due to the added expense associated with renting the equipment, maintaining it, and fueling it. Therefore, it is anticipated that the construction phase of the proposed project would not result in wasteful, inefficient, and unnecessary consumption of energy. Furthermore, all project related repairs and improvements are subject to Federal, State, and local energy efficiency requirements. Therefore, construction-related energy impacts would be less than significant.

Upon completion, the proposed project will have repaired the existing trestle bridge, installed a multi-modal walkway on the top deck, and extended and improved the existing Alamo River Trail to connect to the trestle bridge walkway. The operation of the project is not expected to be wasteful, inefficient, or unnecessarily consume energy resources since the trail will only be for nonmotorized forms of transportation. Furthermore, the landscaping will be irrigated using an existing irrigation line located parallel to the trail. Energy usage for the irrigation line will be the same or close to the same used for the existing line prior to the project. All lighting fixtures along the improved portion of the trail will be solar powered and will not require the construction or extension of any electrical facilities. The number of visitors traveling to the trail is expected to be the same if not close to the number currently utilizing the Alamo River Trail. Therefore, operation-related energy impacts would be less than significant.

- b) Conflict with or obstruct a state or local plan for renewable energy efficiency. - No Impact** - The proposed project furthers goal 6 of the Conservation/Open Space Element of the City of Holtville General Plan which implements policies aimed at promoting energy conservation and efficiency. The long-term goal of the project is to establish a nonmotorized network connecting public, residential, and commercial areas of the City of Holtville.

VII. GEOLOGY AND SOILS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to 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.				X
2) Strong seismic ground shaking?		X		
3) Seismic-related ground failure, including liquefaction?			X	
4) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
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?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
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?			X	

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
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Background:

The project site is located in the Imperial Valley portion of the Salton Trough, a topographic and geologic depression resulting from large scale regional faulting. Tectonic activity that formed the Trough continues at a high rate and moderate to strong ground motion from faults in the region, including the Rico Fault which is the closest fault (approximately one mile away), Brawley, Superstition Hills, and Imperial Faults may occur. However, the site does not lie within an identified Earthquake Fault Zone. Therefore, surface fault rupture, seismically induced flooding and landslides are considered unlikely at the site.

Much of the near surface soils in the Imperial Valley consist of silty clays and clays which are moderately to highly expansive. If necessary, a Geotechnical Study will be required to assess soil conditions prior to beginning construction. All recommendations outlined in the Geotechnical Study will reduce any potential impacts to geology and soils from project construction and operation to below a level of significance and shall be strictly adhered to. Construction is estimated to take approximately two (2) months to complete.

Geology and Soils Impact Discussion:

a) Expose people or structures to potential substantial adverse effects, including the 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? - No Impact** - The project site is not located in an identified fault rupture hazard zone. Surface rupture is considered unlikely at the project site and near the project area because of the well-delineated fault lines through the Imperial Valley as depicted on maps by the United States Geological Survey and the California Geological Survey. The closest major active faults are the Rico Fault and Superstition Mountain fault. No active faults or ground ruptures have been mapped underlying the site; therefore, there will be no impact.
- 2) Strong seismic ground shaking? - Less Than Significant Impact** - The City of Holtville, as well as the entire Imperial Valley, is considered to be a seismically active area. The project site may be susceptible to potentially strong seismic ground shaking because of the proximity to the Rico Fault (approximately one mile away), Brawley Fault Zone and Imperial Fault Zone. The existing trestle bridge was designed to withstand heavy loads from railway use and seismic activity. Rather than increase the loads on the bridge, the improvements will reduce the loads on the bridge and retain its ability to withstand seismic loads. If necessary, a Geotechnical Report will be prepared and the recommendations from the study will be followed to avoid potentially significant impacts from seismic activity.
- 3) Seismic-related ground failure, including liquefaction? - Less Than Significant Impact** - Prior geotechnical reports in the region have found the area to be potentially susceptible to liquefaction. The subject site is located about 4.5 miles east of the Imperial Fault, 5.5 miles southeast of the Brawley Fault, and about 1.0 mile east of the Rico Fault. Strong ground shaking can be expected for magnitudes of 6.0 and 7.2 events on these faults. If a Geotechnical Report is deemed necessary, the recommendations from the study will be followed to avoid potentially significant impacts from seismic activity.
- 4) Landslides - Less Than Significant Impact** - There are significant topographic variations along the Alamo River, however, no historic landslides are shown on geologic maps of the region as reviewed through the California Geologic Survey of Landslide Inventory Maps. In addition, no habitable structures are being proposed with this project, therefore, any potential impact would be less than significant.

Mitigation Measures**GEO-1: Geotechnical Report**

A site-specific geotechnical investigation shall be prepared on an as needed basis for the project and said geotechnical report shall be implemented and shown on applicable grading and building plans as details, notes or as otherwise appropriate.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

GEO-2: State Building Code

The proposed project is located near active faults; therefore, the proposed bridge repairs and improvements shall be made in accordance with the California State Building Code (Title 24 of the California Administrative Code), which contains specifications to minimize adverse effects due to ground shaking from earthquakes and liquefaction.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

GEO-3: State Water Resources Control Board Permit

The Contractor shall comply with the regulatory requirements of the State Water Resources Control Board's (SWRCB) Order No. 2009-0009 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Runoff Associated with Construction Activity, copies of which are available on SWRCB website at <http://www.swrcb.ca.gov/stormwtr/construction.html>.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

GEO-4: Storm Water Pollution Prevention Plan

The City, or its authorized representative, shall require the preparation of a Storm Water Pollution Prevention Plan by a qualified preparer and shall coordinate the Notice of Intent and appropriate annual fees to the State Water Resources Control Board.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

GEO-5: Storm Water Pollution Prevention Plan Practitioner

The Contractor shall be responsible for implementation of the SWPPP and shall have a qualified SWPPP Practitioner (QSP) available on site and be responsible for implementation of all Best Management Practices.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

b) Result in substantial soil erosion or the loss of topsoil? - Less Than Significant Impact

- The project area along the Alamo River Corridor contains diverse topographic features with steep slopes. The proposed project will not alter existing drainage patterns or any significant drainage features. To mitigate any potential impacts a Storm Water Pollution Prevention Plan will be required to be prepared and implemented by the construction contractor which shall follow Best Management Practices to ensure sediment does not erode from the proposed project site. Permanent Best Management Practices for erosion control will also be implemented to mitigate any potential impacts at disturbed areas to a less than significant level.

- 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 landslide, lateral spreading, subsidence, liquefaction or collapse? - Less Than Significant Impact** - It is unknown whether the proposed project site is located within a known unstable geologic unit as a geotechnical report has not yet been prepared. The project site and vicinity contain diverse topographic features and landslides are possible although none are anticipated to occur as there are no records of historic landslides on geologic maps reviewed by the California Geologic Survey of Landslide Inventory Maps for the proposed project area. Therefore, if necessary, a geotechnical report will be prepared prior to the construction of any structures. The impact, however, would be less than significant.
- d) **Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (UBC 1994), creating substantial direct or indirect risks to life or property? - Less Than Significant Impact** - A geotechnical report has not yet been completed for this project. The region has been found to contain underlain clays of moderate expansion potential. However, the proposed project does not propose constructing structures that would be affected by expansive soils. Therefore, these soils will not create substantial risks to life or property and any impacts would be less than significant.
- e) **Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? - No Impact** - The project area is located within the current city limits where septic tanks and alternative wastewater collection systems are not permitted. Therefore, there will be no impact.
- f) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? - No Impact** - The two cultural surveys conducted in 2016 and 2017 stated that there may be some locations with paleontological resources and geological features in the Imperial Valley, none of those locations are located on or in the proximity of the project site. Therefore, there will be no impact.

VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Background:

The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. Although the project itself will not generate greenhouse gas emissions, it is expected that the machinery as well as the vehicles used for construction and to transport workers will release greenhouse gases. However, construction will only be temporary, and any impacts will be short-term. Construction is estimated to take approximately two (2) months to complete. Therefore, the potential for greenhouse gases will be less than significant.

Greenhouse Gas Emissions Impact Discussion:

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? - Less Than Significant Impact** - The proposed project will generate greenhouse gas emissions as a result of construction materials during a short-term construction period. Construction is estimated to take approximately two (2) months to complete and is not expected to have a significant impact following its completion. Therefore, the proposed project will result in a less than significant impact.
- b) **Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? - No Impact** - The project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing emission of greenhouse gases. The project will comply with the rules and regulations of the County of Imperial Air Pollution Control District and implement any required plans as necessary.

IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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?				X
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?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.				X

Background:

The proposed project is within an open space zone which is intended to provide open spaces for the preservation of natural resources, managed production of resources, outdoor recreation, the protection of public health and safety, and the preservation of natural scenic areas for the existing and future population. While limited agricultural uses are permitted within open space zones, the project sites proximity to the Alamo River and sloped topography makes it unsuitable for agricultural use. Thus, hazardous materials within the project's immediate vicinity will not be utilized by the project or the surrounding properties. Furthermore, Envirostor, an online data management system run by the State Department of Toxic Substances Control, identified no contaminated sites within or near the project area.

VII. HAZARDS AND HAZARDOUS MATERIALS IMPACTS AND DISCUSSION:

- a) **Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? - No Impact** - This proposed project does not include any commercial or industrial development nor the use of hazardous substances during operation. Therefore, the project will have no impact.
- 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? - No Impact** - The proposed project will not contain, handle, or store any potential sources of chemicals or compounds that would present a significant risk of accidental explosion or release of hazardous substances.
- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? - No Impact** - The school nearest to the proposed project site is located a little over a quarter mile (0.33 miles) north of the site. The project will not handle, store, or transport hazardous material. Therefore, it will not have any effect on an existing or proposed school.
- 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? - No Impact** - Neither the proposed project site nor any adjacent properties are listed as a hazardous material site. Furthermore, the proposed project site does not have a history of prior uses other than a railway bridge and walking trail. Therefore, the project will have no impact.
- 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? - No Impact** - The proposed project area is not located within two miles of any public use airport.
- f) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? - No Impact** - The proposed project is not part of any adopted emergency evacuation plan, nor will it impair or physically interfere with an existing emergency response plan or emergency evacuation plan. Therefore, the project will have no impact.
- g) **Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. - No Impact** - While the Alamo River has brushes and other vegetation along the river bottom, the proposed project will not traverse through said vegetation. Furthermore, the existing Alamo River Trail portions to be improved have already been grubbed and cleared of dry brush during the trails initial construction and ongoing maintenance in the past decade. Therefore, the proposed project will have no impact.

X. HYDROLOGY AND WATER QUALITY – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				X
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
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 a substantial erosion or siltation on- or off site; i. result in substantial erosion or siltation on- or off-site; ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; 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 iv. impede or redirect flood flows?			X	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Background:

There are no expected impacts to hydrology and water quality, the proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The project does not involve the construction of any new buildings or structures outside of the trestle bridge walkways and trail. While the project will require irrigation for the proposed landscaping, an

existing irrigation system will be utilized for the project. Additionally, the project will not necessitate services from any sewer system, nor does it propose alterations to current water ways.

X. HYDROLOGY AND WATER QUALITY IMPACTS AND DISCUSSION:

- a) **Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? - No Impact** - The project does not propose waste discharges that require waste discharge permits or NPDES permits from the Regional Water Quality Control Board. In addition, the project does not propose any known sources of polluted run-off or land use activities that would require special site design considerations, source control Best Management Practices, or treatment control BMP's. Best Management Practices will be implemented during construction activities, therefore there will be no violation of water quality standards or discharge requirements.
- b) **Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? - No Impact** - Based on the regional topography, groundwater flow is assumed to be generally towards the incised Alamo River channel. The proposed project does not involve operations that would interfere with groundwater recharge including, but not limited to the following: the proposed project does not involve regional diversion of water to another groundwater basin; or diversion or channelization of the Alamo River with impervious layers, such as concrete lining or culverts. In addition, the project does not propose to use groundwater for any purpose, including irrigation. Therefore, no impact on groundwater resources is anticipated.
- 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:** - **Less Than Significant Impact** -
 - i. **result in substantial erosion or siltation on- or off-site;** The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. No deep excavation is expected to take place at the project site except at the bridge buttresses and all the drainage will be conveyed through natural drainage channels and approved drainage facilities. Therefore, the project will have a less than significant impact.
 - ii. **substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;** The project will not increase the rate or amount of surface runoff in a manner that would result in flooding. Drainage will continue to be conveyed to either natural drainage channels or approved drainage facilities thus the project will have a less than significant impact.
 - 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** The project will not contribute nor create runoff water which would exceed the capacity of stormwater drainage systems. All drainage will continue to be conveyed to either natural drainage channels or through approved drainage facilities, thus the project will have a less than significant impact.
 - iv. **impede or redirect flood flows?** The project will not impede or redirect existing flood flows, nor does it propose any changes. drainage will continue to be conveyed to either natural drainage channels or approved drainage facilities thus the project will have a less than significant impact.
- d) **In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? - No Impact** - The proposed project will not contribute nor create runoff water and drainage will continue to be conveyed to either natural drainage channels or approved

drainage facilities. Additionally, the project is not located within any tsunami or seiche zones. Therefore, the proposed project will have no impact.

- e) **Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? - No Impact** - The proposed project is not part of nor will it interfere with any water quality control plan or groundwater management plan. Therefore, the project will have no impact.

XI. LAND USE AND PLANNING – Would the proposal:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

Background:

The Open Space zone, where the proposed project is located, is intended to provide open spaces for the preservation of natural resources, managed production of resources, outdoor recreation, the protection of public health and safety, and the preservation of natural scenic areas for the existing and future population. The project proposes the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail which complies with the intent of the established zone.

XI. LAND USE AND PLANNING IMPACTS AND DISCUSSION:

- a) **Physically divide an established community? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge along with the installation of new decking to serve as a multimodal pathway for non-motorized users. The project does not propose new infrastructure such as major roadways, water supply systems, or utilities to the area that will physically divide an established community. Therefore, the proposed project will not disrupt or divide the established community.
- b) **Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? - No Impact** - The proposed project is consistent with the City of Holtville General Plan and Land Use Plan which provide for recreation activities along the Alamo River corridor. The proposed project is located within an Open Space zone which is intended to provide open spaces for the preservation of natural resources, managed production of resources, outdoor recreation, the protection of public health and safety, and the preservation of natural scenic areas for the existing and future population. The project furthers the intent of the City of Holtville Zoning Ordinance and General Plan and will comply with all local and state development standards. Therefore, the project will not conflict with any applicable land use plan, policy or regulation of any agency with jurisdiction.

XII. MINERAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				X
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?				X

Background:

There are no known mineral resources delineated in a United States Geological Survey (USGS) database search of the project area, or in the Holtville or Imperial County General Plan.

XII. MINERAL RESOURCES IMPACTS AND DISCUSSION:

- 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? - No Impact** - Known mineral resources for the Imperial Valley are gold and gypsum as well as limestone, pumice, clay stone, sand, and gravel. Mining operations are in the Glamis Plateau area and the Cargo Muchacho Mountains located more than thirty (30) miles from the project site. According to the Imperial County General Plan’s survey of mineral and soil resources, there are no known mineral resources that would be of value to the region and state at the project site. Therefore, the project will have no impact.
- 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 and use plan? - No Impact** - There are no locally important mineral resource recovery sites delineated on any local plans in or near the vicinity of the proposed project site. Therefore, the project will have no impact.

XIII. NOISE – Would the project result in:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				X
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?				X

<p>c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such 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?</p>				<p>X</p>
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Background:

Noise is expected to occur at the project site during construction, however there are no sensitive receptors that would be affected in close proximity, the closest single-family residence would be a quarter of a mile away. Construction is estimated to take approximately two (2) months to complete. Post construction, there is no anticipated noise that would be in excess of the established thresholds found the Holtville General Plan as motorized vehicles are not permitted on the Alamo River Trail.

XIII. NOISE IMPACTS AND DISCUSSION:

- 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? - No Impact** - The proposed project will consist of a non-motorized multi-use trail leading up to the deck of the trestle bridge. The trail will not include any noise-generating equipment and surrounding land uses are not considered noise sensitive. Additionally, motorized vehicles are restricted on the Alamo River Trail which will connect to the trestle bridge and thus is not anticipated to generate noise that would be in excess of the established thresholds found in the Holtville General Plan. Therefore, there will be no impact.
- b) **Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? - No Impact** - The project does not propose any land uses that can expose people to or generate excessive ground borne vibration or ground borne noise levels on-site such as mass transit, major roadways, or intensive extractive industry. Therefore, the project will have no impact.
- 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? - No Impact** - The proposed project is not located within the vicinity of a private airstrip or land use plan nor is it within two miles of a public airport. Therefore, the proposed project would not result in a substantial permanent increase in existing ambient noise levels in the proposed project vicinity.

XIV. POPULATION AND HOUSING – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>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)?</p>				<p>X</p>

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X
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Background:

The proposed project does not incorporate any housing nor is it inducing growth. The project is proposed in an Open Space zone and is surrounded by nonresidential uses. Therefore, the proposed project would not induce population growth or displace people necessitating housing.

XIV. POPULATION AND HOUSING IMPACTS AND DISCUSSION:

- 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 public infrastructure)? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The project does not propose the construction of any new housing developments, nor does it involve the construction or extension of any new utility services. Furthermore, the proposed project is located within an open space zone which does not permit residential uses. Therefore, the proposed project will have no impact.
- b) **Displace substantial number of existing people or housing, necessitating the construction of replacement housing elsewhere? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The project does not propose the demolition or replacement of any new housing developments. Furthermore, the proposed project is located within an open space zone which does not permit residential uses. Therefore, the proposed project will have no impact.

XV. PUBLIC SERVICES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) 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: <ul style="list-style-type: none"> 1) Fire protection? 2) Police protection? 3) Schools? 4) Parks? 5) Other public facilities? 				X

Background:

Impacts on public services are limited to annual maintenance activities to clear any overgrown brush or debris from the bridge and trail area to ensure public safety and fire prevention. No impact is expected since the project will not result in any physical alteration to current government facilities.

XV. PUBLIC SERVICES IMPACTS AND DISCUSSION:

a) **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 rations, response times or other performance objectives for any of the public services:**

- 1) **Fire protection? - No Impact** - Although the trestle bridge walkway and Alamo River Trail will be accessible to the public, the people utilizing the trail are expected to be the same ones currently utilizing the existing portions of the trail. Thus, the demand for fire prevention services is expected to be the same and there will be no need for new fire facilities. Therefore, the project will have no impact.
- 2) **Police protection? - No Impact** - The proposed opening of the trestle bridge for pedestrian use and extending of the Alamo River Trail to connect to said bridge is not expected to increase the demand for law enforcement facilities. Therefore, there will be no impact.
- 3) **Schools? - No Impact** - The proposed project will have no impact on population growth and does not involve the development of new housing. No increase in the demand of school facilities or services is anticipated. Therefore, there will be no impact.
- 4) **Parks? - No Impact** - While the new portions of the trail developed by the proposed project will require maintenance, the maintenance will be minor and can be added to the existing maintenance schedule for the Alamo River Trail. Therefore, the project will have no impact.
- 5) **Other Public Facilities? - No Impact** - Development of the proposed project does not have the potential of significantly increasing demand for any other public facilities including, but not limited to, public libraries, medical facilities, or public works services as no such services are expected to be extended. Therefore, there will be no impact on existing public facilities as a result of this project.

XVI. RECREATION – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Background:

The proposed project plans to add to the current recreational facilities of the City of Holtville. As it is not population-inducing, there would be a positive impact on recreation and will alleviate some of the demand for existing facilities. As the proposed project will be part of the Alamo River Trail project, it will connect to the existing Phase I and future Phase II of the trail project totaling an estimated trail length of 3.0 miles. All trail and bridge repairs and improvements will be planned in compliance with all State and Local development standards.

XVI. RECREATION IMPACTS AND DISCUSSION:

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated? - No Impact** - The proposed project will not increase population nor have a negative impact on the current service demand levels of existing recreational facilities and parks. The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail which may alternately alleviate some of the existing demands to local parks and recreational facilities. Therefore, there will be no significant adverse impact to the environment.
- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? - Less Than Significant Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The proposed project does not propose any recreational facilities other than the improvements to the existing Alamo River Trail. Therefore, the proposed project will have a less than significant impact.

XVII. TRANSPORTATION – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b) Conflict or be inconsistent with CEQA Guidelines 15064.3, subdivision (b)?			X	
c) Substantially increase hazardous due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?				X

Background:

The proposed project is anticipated to generate up to thirty (30) users a day, the majority of which will be local; thus it is conservatively estimated that a maximum parking demand of thirty per day would be created and generate a maximum of sixty (60) vehicle trips daily during peak season and peak hours of

operation. As parking facilities were established, approximately 500 feet from the trestle bridge, during Phase I of the Alamo River Trail, it is anticipated that users will use those facilities when utilizing the trail. Thus, the proposed project will not result in a significant traffic impact as there are sufficient parking spaces. The pedestrian walkway will be designed for non-motorized users such as pedestrians and cyclists, comply with State Standards, and have no adverse impacts to local policies and regulations.

XVII. TRANSPORTATION AND TRAFFIC IMPACTS AND DISCUSSION:

- a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? - No Impact** - The proposed project will not conflict with any circulation program, plan, ordinance, or policy. Rather than conflict, the project furthers program number 6 of the Circulation Element of the 2017 General Plan which consists of developing a pedestrian and bicycle network with the goal of connecting public, residential, and business areas within the City of Holtville. Furthermore, the proposed project will not cause the traffic impact threshold guidelines established by the State or City of Holtville to be exceeded. Therefore, the project will have no impact. While the project is expected to have no impact, the following mitigation measures are being implemented to account for any vehicle or combination of vehicles of a size or weight exceeding the maximum limitations from the California Vehicle Code operating or moving through State Route 115 during the project's construction phase.

Mitigation Measures:

TRANSP-1: Department of Transportation Hauling/Traffic Permit

Prior to the start of any construction activities, the City shall acquire a permit from the Department of Transportation to operate or move a vehicle or combination of vehicles or special mobile equipment, of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code, on State Route 115 or any other facility under the jurisdiction of the Department of Transportation.

Timing/Implementation: Prior to Construction/City of Holtville

Enforcement/Monitoring: City of Holtville

TRANSP-2: Department of Transportation Encroachment Permit

Should any work within the Department of Transportation Right-of-Way be required for the project, the City shall acquire an encroachment permit from the Department of Transportation prior to the start of construction activities within their Right-of-Way.

Timing/Implementation: Prior to Construction/City of Holtville

Enforcement/Monitoring: City of Holtville

TRANSP-3: Perpetuation of Monuments

Per Business and Profession Code 8771, perpetuation of survey monuments shall be carried out by a licensed land surveyor should any existing monuments be destroyed by construction activities related to the project.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville

- b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? - Less Than Significant Impact** - Although the portion of the public to be utilizing the portions of the project are expected to be the same users in the Alamo River Trail, a conservative assumption that fifteen (15) to thirty (30) vehicles per day will drive to utilize the trail. It is anticipated that most users will be local walking or riding from dwelling units. The project is a part of the existing

Alamo River Trail which has a vehicle staging area 500 feet from the trestle bridge at Earl Walker Park accessed via State Highway 115. While the project will open the bridge for pedestrian use, the City expects the number of vehicles traveling to the project to be the same vehicles already utilizing Phase I of the Alamo River Trail where the vehicle staging area is located. Fifteen (15) parking spaces are provided at the nearby Phase I staging area at Earl Walker Park accessed by State Highway 115. Conservatively, it was assumed that the staging area would, at maximum, fill to capacity twice daily, thus servicing 15 to 30 vehicles per day. Two vehicle trips were assumed (one inbound trip and one outbound trip) for a maximum of 60 trips. For purposes of the traffic impact assessment, a conservative trip generation rate was assumed, it is anticipated that recreational trips will increase to these maximums seasonally during fall, winter and spring and primarily during weekends. The proposed project will not result in a significant traffic impact to the existing road network, capacity, and level of service. Thus, any traffic impact would be less than significant impact.

- c) **Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? - No Impact** - The proposed project does not consist of any sharp curves, dangerous intersections, or incompatible uses. The project will comply with the Americans with Disabilities Act and restrict the use of motorized vehicles. Therefore, the project will have no impact.
- d) **Result in inadequate emergency access? - No Impact** - The proposed project will use existing access points and comply with all federal, state, and local standards for emergency access. Therefore, the project will have no impact.

XVIII. TRIBAL CULTURAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code 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:</p> <ul style="list-style-type: none"> i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ii. 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. 				X

Background:

Access to the California Historical Resources was made in November 2024 and did not list any historical resources. Additionally, two Cultural Resource Surveys, completed in 2017 and 2022, did not identify any historical resources eligible for the California or National Register at or near the proposed project site. While no historical resources were identified, the City of Holtville will submit a copy of the draft initial study to the Native American Heritage Commission (NAHC) for review and distribution. Should any comments or requests for consultation be received, the City of Holtville will incorporate the comments as a mitigation measure and coordinate with any request for consultation.

XVIII. Tribal Cultural Resources Impacts and Discussion:

- a) **Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code 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:**

- i. **Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or - No Impact** - Access to the California Historical Resources was made in November 2024 and did not list any historical resources. Additionally, two Cultural Resource Surveys, completed in 2017 and 2022, did not identify any historical resources eligible for the California or National Register at or near the proposed project site.
- ii. **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 I of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision I of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. - No Impact** - As previously mentioned, neither the California Historical Resources database nor the two Cultural Resource Surveys identified any cultural or historic resources at or near the project site.

XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 or relocation of which could cause significant environmental effects?				X
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c) Result in a determination by the wastewater treatment 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?				X
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?				X
e) Comply with federal, state, and local statutes and regulations related to solid waste?				X

Background:

The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. While the proposed landscaping will require irrigation, an existing irrigation line running parallel to the project site will be utilized. No other utilities or service systems will be utilized.

XVI. UTILITIES AND SERVICES SYSTEMS IMPACT DISCUSSION:

- a) **Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. All landscaping will be irrigated via an existing irrigation line running parallel to the trail. As such no new water or wastewater facilities will be constructed or extended. The project does not propose any new construction or expansion of wastewater services. Thus, there will be no impact.
- b) **Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? - No Impact** - The proposed project will utilize an existing irrigation line running parallel to the Alamo River Trail and will thus have sufficient water supply for irrigation purposes year-round. The project will not utilize any additional water supplies outside of irrigation purposes, nor will it require the construction or expansion of water services. Thus, there will be no impact.
- c) **Result in a determination by the wastewater treatment 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? - No Impact** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The project will not utilize any wastewater, nor does it propose the construction or expansion of wastewater services. Thus, there will be no impact.
- 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? - No Impact** - The proposed project will be connected to the existing Alamo River Trail which has both trash and recyclable receptacles located throughout the trail. Additional trash and recyclable receptacles will be installed along the improved portions of the trail. The Holtville Disposal Site accommodates solid waste disposal for the Holtville community and has sufficient capacity to accommodate the project's solid waste.
- e) **Comply with federal, state, and local statutes and regulations related to solid waste? - No Impact** - The collection and disposal of solid waste from the project site and staging areas will be conducted in compliance with the County wide Integrated Waste Management Plan. Furthermore, the proposed project will comply with all Federal, State, and local statutes and regulations related to solid waste and will therefore have no impact.

XX. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
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?				X
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?				X
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?			X	

Background:

According to the Imperial County General Plan Seismic and Public Safety Element (Imperial County 2016) the potential for a major fire in the unincorporated areas of the County of Imperial is generally low (page 16). The City of Holtville General Plan Safety Element also states that "wildfires do not pose much of a risk to Holtville" (City of Holtville 2017, page 111).

XX. WILDFIRE:

- a) **Substantially impair an adopted emergency response plan or emergency evacuation plan? - No Impact** - The proposed project is located on the southwestern edge of the City of Holtville adjacent to unincorporated Imperial County. The proposed project is adjacent to Highway 115 and is not anticipated to interfere or disrupt Highway 115 during or after construction. Furthermore, the proposed project is not part of any adopted emergency evacuation plan thus it will not impair or physically interfere with an emergency response plan or emergency evacuation plan. Therefore, the project will have no impact.
- 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? - No Impact** - The proposed project will not contain, handle, or store any potential sources of chemicals or compounds that would present a significant risk of accidental explosion or release of hazardous substances. Therefore, the project will have no impact
- 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? - No Impact - As previously noted, the proposed project is located on the southwestern border of the City Limits. No wildlands are located near the project site. Additionally, the proposed project does not include the installation or maintenance of roads, fuel breaks, emergency water sources, power lines or other utilities as the project is proposing to connect and maintain an existing PVC main line for the irrigation of the proposed landscaping. Therefore, no impact would occur with regard to the installation or maintenance of infrastructure that may result in temporary or ongoing impacts to the environment.

- 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? - Less Than Significant Impact** - The proposed project is located adjacent to and over the Alamo River. The project area leading up to the bridge and the Trestle Bridge have a sloped topography which may cause a significant risk for downslope flooding. To mitigate this issue, fiber rolls held in place by stakes will be placed along the face of the slope where it transitions into a steeper slope. The rolls will reduce the erosion potential of stormwater on long or steep slopes by helping to slow, filter and spread overland flows. Additionally, gravel shoulders will be installed parallel to the trail walkway to help redirect runoff from the trail and into native drainage patterns and approved drainage facilities. By implementing the fiber rolls and gravel shoulders, the project will have a less than significant impact.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 or eliminate important examples of the major periods of California history or prehistory?		X		
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.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

Background:

The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. Construction is estimated to take approximately two (2) months to complete. This Initial Study provides the potential for degradation to the existing quality of the environment and the potential to cause substantial adverse impacts unless mitigation is incorporated. It allows for areas of concern to be mitigated in order for impacts to be less than what they could be should mitigation not be incorporated. The proposed project is not expected to impact the environment once mitigation is in place.

XXI. 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, or eliminate important examples of the major periods of California history or prehistory? - Potentially Significant Unless Mitigation is Incorporated** - The proposed project could have the potential to significantly impact the environment because it has the potential to impact wildlife and cultural resources during construction, however, mitigation measures BIO 1-13 and CR 1-10 have been put in place that would reduce the impacts to less than significant.
- 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.) –**
Less Than Significant Impact - The proposed project will be part of the City of Holtville Alamo River Recreation Trail. While Phase I of the Alamo River Trail project has been completed and will connect to the proposed trestle bridge walkway, Phase II of the trail project is still in the planning phase and would extend the existing trail to the City of Holtville Wetlands located approximately three quarters of a mile north of the trestle bridge project. Phase II of the Alamo River Trail project will consist of "grubbing" (removing the brush and vegetation), excavation and the planting of reeds and other hydrophilic vegetation that are used to remove nutrients from the water. Thus, it has been determined that the project could have a cumulatively adverse effect, however the proposed mitigation measures will reduce potential negative effects.
- c) **Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? - Potentially Significant Unless Mitigation is Incorporated** - The proposed project does have the potential to adversely affect humans via air quality during construction. Therefore, mitigation measures AQ 1 and AQ 2 will be implemented to reduce the impacts to be less than significant.

SOURCE REFERENCES

The following documents were used as sources of factual data and are hereby incorporated as part of this Environmental Checklist. Because of the voluminous nature of the documents, copies of the following are not distributed with these documents but may be obtained from the City of Holtville at 121 West Fifth Street in Holtville, California.

A	City of Holtville Zoning Ordinance, 2011
B	City of Holtville General Plan, and Land Use Plan Update 2017
C	City of Holtville Service Area Plan, 2017
D	Imperial County General Plan, 1993
E	Imperial County Zoning Map 4, 2006
F	California Native Plant Society Database
G	United States Geological Survey Interactive Fault Map
H	Imperial County Air Pollution Control District CEQA Air Quality Handbook
I	United States Geological Survey Mineral Resources Database
J	California Environmental Protection Agency Air Quality Board, California Ambient Air Quality Standards (CAAQS), PM 2.5/PM 10
K	California Department of Toxic Substances Council Envirostor Database
L	United States Environmental Protection Green Book Non-Attainment Areas
M	FEMA 100 Year Flood Plain Map
N	Barret's Biological, Biological Resources Technical Report. June 2016
O	Brian F. Smith and Associates, Inc., A Phase I Cultural Resources Survey For The Holtville Wetlands Trail Link Project. July 19, 2016
P	Brian F. Smith and Associates, Inc. Historic Resources Mitigation Measures for the Holton Interurban Railway Alamo River Trestle Bridge as Part of the Holtville Wetlands Trail Link Phase 2 Project, January 31, 2022
Q	California Department of Conservation, Farmland Mapping and Monitoring Programs, 1982
R	Office of Historic Preservation California Historical Resources List, December 2024



CITY OF HOLTVILLE

Errata and Mitigation Monitoring and Reporting Program

For the Final Initial Study/Mitigated Negative Declaration

Alamo River Trestle Bridge SCH# 2024121192

Prepared By:

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April 2025

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1.0 Introduction

1.1 Introduction/Overview

The Alamo River Trail Trestle Bridge was constructed around circa 1904 with a length of about 350 feet, is an open deck bridge consisting of several short spans and is supported by a system of splayed vertical structural elements. A particular feature of this trestle is the apparent composite of both a timber bent system at both ends and a steel space truss system in the middle. The steel truss occupies the mid one-third of the length of the trestle and is bolted with rivet type connections. The steel rails have long been removed by A & K Railroad Materials for salvage use. As such, the remaining transverse timber beams, spaced at about 2 to 3 feet on center, form the current main top surface of the deck. These transverse beams are about 7-1/2 inch wide by 9-1/2 inch deep over the longitudinal wood girders and increase to 9-1/2 by 16 inches over the top chords of the steel truss. On each end of the transverse beams, a 3-foot-wide metal grating sidewalk supported by double cantilevered wood rafters provides access and adds to the total width of the trestle top deck. A set of 3'-6" tall vertical metal angles at about 3' on center are bolted to the tips of the double cantilevers to form a handrail system with horizontal cables. In August of 2009 a fire occurred in the vicinity of the trestle bridge which resulted in significant damage. A 2010 visual review of the trestle bridge found that the deck, support cross beams, grating, railings, and bents were completely damaged and in need of full replacement.

The trestle bridge repair will result in the replacement of the damaged structural bent timbers, structural cross beams, and other structural components. More specifically, the rehabilitation will consist of the demolition and replacement of the damaged portions of the bridge (approximately 1,000 square feet), and the installation of 3,500 square feet of bridge decking suitable for non-motorized trail users, 350 linear feet of Americans with Disabilities Act (ADA) compliant bridge railings suitable for pedestrians and bicycles, and 350 square feet of bridge landing suitable for the transition between the bridge and the existing Alamo River Trail. The damaged structures will be replaced with timber, when feasible, to match the nondamaged portion of the bridge and restore the aesthetic appeal of the bridge. Of the eighteen (18) bents that act as key support systems and hold up the bridge deck between spans, only one bent located on the river bank approximately twenty-six (26) feet west of the river bed will be replaced. No work will be conducted on the river bed. The improvements will result in the repair and conversion of the existing trestle bridge into a multimodal pathway suitable for non-motorized users including pedestrians, bicycles and equestrian traffic.

The project will also include improvements to the existing Alamo River Trail aimed at extending the trail to connect to the trestle bridge walkway. The trail improvements will consist of an 8-foot wide, 12 inch deep, class 2 base trail continuation section from the

east edge of the Alamo River Bridge to the existing 8-foot-wide plain cement concrete trail. Additional improvements include trail side amenities consisting of 45,000 square feet of mulch, fifteen (15) trees from fifteen (15) gallon containers, thirty-five (35) each of bushes, shrubs, and grasses, six (6) benches, two (2) informational kiosks, four (4) “No Motor Vehicles” signs, and one (1) funding acknowledgement sign. All proposed landscaping will comply with the State Model Water Efficient Landscape Ordinance (MWELO) and have its own irrigation consisting of drip fittings and tree bubblers.

2.0 Comments and Response to Comments

2.1 Introduction

This chapter includes all comments received on the draft IS/MND during the 30-day public and agency review period. No new significant environmental impacts or issues, beyond those already identified in the draft IS/MND for the Alamo River Trestle Bridge were raised during the public review period. Acting as lead agency under CEQA, the City of Holtville directed responses to the comments received on the draft IS/MND.

2.2 List of Commenters

The following individuals and representatives of organizations and agencies submitted written comments on the draft IS/MND.

Table 1. List of Commenters on the Draft IS/MND

Comments Received by the City of Holtville			
No.	Individual or Signatory	Affiliation	Date
1	Kimberly D. Dodson, GISP, Branch Chief	California Department of Transportation	January 23, 2025
2	Ismael Garcia, Environmental Coordinator	Imperial County Air Pollution Control District	January 28, 2025
3	Brandy Wood, Environmental Program Manager	California Department of Fish and Wildlife	January 31, 2025

2.3 Requirements for Responding to Comments

CEQA Guidelines Section 15088 requires that lead agencies evaluate all comments on environmental issues received on the IS/MND and prepare a written response. CEQA Guidelines Section 15088 also recommends that where the response to comments results in revisions to the IS/MND, those revisions should be noted as a revision to the IS/MND or in a separate section of this Errata and Mitigation Monitoring and Reporting Program. Revisions are reflected in the Errata, Section 3.0 of this document.

2.4 Comments and Response to Comments

Written comments on the draft IS/MND are reproduced on the following pages, along with responses to those comments. To assist in referencing comments and responses, the letters are coded using numbers (e.g., Comment Letter 1) and each issue raised in the comment letter is assigned a number that correlates with the number (e.g. 1-1, 1-2, 1-3, etc.).

Where changes to the draft IS/MND text result from responding to comments, those changes are included in the response and demarcated with revision marks (underline for new text, ~~strike-out~~ for deleted text). Comment-initiated text revisions to the draft IS/MND and minor staff-initiated changes are compiled in their entirety and are demarcated with revision marks in Chapter 3.0, Errata, of this Revised IS/MND.

Letter 1 - California Department of Transportation, Kimberly D. Dodson,
(Pg. 1 of 2)

CALIFORNIA STATE TRANSPORTATION AGENCY

GAVIN NEWSOM, GOVERNOR

California Department of Transportation

DISTRICT 11
4050 TAYLOR STREET, MS-240
SAN DIEGO, CA 92110
(619) 985-1587 | FAX (619) 688-4299 TTY 711
www.dot.ca.gov



January 23, 2025

11-IMP-115
PM 10.5
Alamo River Trail Trestle Bridge
MND/SCH#2024121192

Mr. Nicholas Wells
City Manager
City of Holtville
121 West 5th Street
Holtville, CA 92250

Dear Mr. Wells:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Mitigated Negative Declaration for the Alamo River Trail Trestle Bridge located near State Route 115 (SR-115). The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

Safety is one of Caltrans' strategic goals. Caltrans strives to make the year 2050 the first year without a single death or serious injury on California's roads. We are striving for more equitable outcomes for the transportation network's diverse users. To achieve these ambitious goals, we will pursue meaningful collaboration with our partners. We encourage the implementation of new technologies, innovations, and best practices that will enhance the safety on the transportation network. These pursuits are both ambitious and urgent, and their accomplishment involves a focused departure from the status quo as we continue to institutionalize safety in all our work.

Caltrans has the following comments:

Hauling/Traffic Control Plan

Caltrans has discretionary authority with respect to highways under its jurisdiction and may, upon application and if good cause appears, issue a special permit to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code. The Caltrans Transportation Permits Issuance Branch is responsible for the issuance of these special transportation permits for oversize/overweight vehicles on the State Highway network.

Additional information is provided online at:
<http://www.dot.ca.gov/trafficaps/permits/index.html>

1-1

1-2

"Improving lives and communities through transportation."

**Letter 1 - California Department of Transportation, Kimberly D. Dodson,
(Pg. 2 of 2)**

Mr. Nicholas Wells, City Manager
January 23, 2025
Page 2

Potential impacts to the highway facilities (Route 115) and traveling public from the detour, demolition and other construction activities should be discussed and addressed before work begins.

1-2

Right-of-Way

Per Business and Profession Code 8771, perpetuation of survey monuments by a licensed land surveyor is required, if they are being destroyed by any construction.

Any work performed within Caltrans' Right-of-Way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction.

Additional information regarding encroachment permits may be obtained by visiting the website at <https://dot.ca.gov/programs/traffic-operations/ep>. Projects with the following:

1-3

- require a Caltrans Encroachment Permit
- have completed the Caltrans Local Development Review (LDR) process.
- have an approved environmental document.

Early coordination with Caltrans is strongly advised for all encroachment permits.

If you have any questions or concerns, please contact Shannon Aston, LDR Coordinator, at (619) 992-0628 or by e-mail sent to shannon.aston@dot.ca.gov.

1-4

Sincerely,

Rogelia Sanchez for

KIMBERLY D. DODSON, GISP
Branch Chief
Local Development Review

2.5 Letter 1 – City of Holtville Response to Comments

Response to Comment 1-1: The comment provides introductory remarks and a description of the Department of Transportation's strategic goals. Since the comment does not address the adequacy of the environmental analysis, no changes to the Revised IS/MND in response to this comment is necessary.

Response to Comment 1-2: The comment explains that the Department of Transportation has discretionary authority with respect to highways under its jurisdiction and may, upon application and if good cause appears, issue a special permit to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code. The comment further states that potential impacts to the highway facilities (Route 115) and traveling public from the detour, demolition and other construction activities should be discussed and addressed before work begins. This comment has been noted, and mitigation measure TRANSP-1 was added to the Revised IS/MND which states the following:

TRANSP-1: Department of Transportation Hauling/Traffic Permit

Prior to the start of any construction activities, the City shall acquire a permit from the Department of Transportation to operate or move a vehicle or combination of vehicles or special mobile equipment, of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code, on State Route 115 or any other facility under the jurisdiction of the Department of Transportation.

Response to Comment 1-3: The comment explains that any work performed within the Department of Transportation's Right-of-Way will require discretionary review and approval by the Department of Transportation and an encroachment permit will be required for any work within their Right-of-Way prior to construction. The comment further states that perpetuation of survey monuments by a licensed land surveyor is required, if they are being destroyed by any construction. This comment has been noted, and mitigation measures TRANSP-2 and TRANSP-3 were added to state the following:

TRANSP-2: Department of Transportation Encroachment Permit

Should any work within the Department of Transportation Right-of-Way be required for the project, the City shall acquire an encroachment permit from the Department of Transportation prior to the start of construction activities within their Right-of-Way

TRANSP-3: Perpetuation of Monuments

Per Business and Profession Code 8771, perpetuation of survey monuments shall be carried out by a licensed land surveyor should any existing monuments be destroyed by construction activities related to the project.

Response to Comment 1-4: The comment provides the commenter's phone number and email address for additional information regarding the comment letter. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Letter 2 – Imperial County Air Pollution Control District, Ismael Garcia, (Pg. 1 of 3)

150 SOUTH NINTH STREET
EL CENTRO, CA 92243-2450



TELEPHONE: (442) 265-1800
FAX: (442) 265-1799

January 28, 2025

Jorge Galvan, Consultant Planner
The Holt Group, Inc.
1601 North Imperial
El Centro, CA 92243

SUBJECT: Notice of Intent to Adopt a Draft Initial Study/Mitigated Negative Declaration for the City of Holtville Alamo River Trail Trestle Bridge Project

Dear Mr. Galvan,

The Imperial County Air Pollution Control District (Air District) would like to thank you for the opportunity to review and comment on the Notice of Intent (NOI) to adopt a Draft Initial Study (IS) and Mitigated Negative Declaration (MND) for the City of Holtville's Alamo River Trail Trestle Bridge Project (Project). The project proposes the demolition and replacement of approximately 1,000 square feet to repair the damaged portions of the bridge, installation of 3,500 square feet of decking, 350 linear feet bridge railings, and 350 square feet of bridge landing. The project will also include improvements consisting of an 8-foot wide, 12 inch deep, class 2 base trail section and additional landscaping improvements, benches, kiosks, and signage. The project is located within the 5.91 acre parcel identified with Assessor's Parcel Number 045-243-005.

2-1

The draft Initial Study determines some impacts of the project on Air Quality are "Potentially Significant Unless Mitigation Incorporated" and identifies Mitigation Measures AQ-1 and AQ-2 as stated below:

Mitigation Measures

AQ-1: Dust Control Plan

The contractor shall submit a Dust Control Plan identifying all sources of PM10 Emissions to ICAPCD for approval. Construction of the project site will be subject to the requirements of ICAPCD Rule 800, Fugitive Dust Requirement for control of fine particulate matter (PM10).

2-2

- Inactive Construction Areas: Apply non-toxic soil stabilizers, dust suppressants, tarps, or other suitable material to all inactive construction areas. Visible emissions shall be limited to 20% opacity for dust emissions.

Letter 2 – Imperial County Air Pollution Control District, Ismael Garcia, (Pg. 2 of 3)

- **Active Site Area:** Water active site areas twice daily or as needed to comply with Regulation VIII.
- **Storage Piles:** Control dust for material storage piles by either enclosing, covering and watering twice daily or as needed to comply with Regulation VIII. Outdoor storage of fine particulate material is prohibited.
- **Hauling:** All trucks hauling dirt, sand, soil, or other loose materials shall be covered, unless six inches of freeboard space from the top of the container is maintained with no spillage. In addition, the cargo compartment of all haul trucks is to be cleaned or washed at the delivery site after removal of bulk material.
- **Adjacent Roadways:** Pave permanent roads as quickly as possible to minimize dust. Install wheel washers where vehicles enter and exit unpaved roads onto paved roads or wash off trucks and any equipment leaving the project site. Sweep streets at the end of the day.
- **Unpaved Roads and Parking/Staging Areas:** Apply water three times daily, dust suppress or chemically stabilize with non-toxic soils all unpaved roads and parking. Visible emissions shall be limited to 20% opacity.
- **Speed Limit:** Traffic speeds on unpaved roads shall be limited to 5 miles per hour.
- **Construction Roadways:** Pave construction roads that have a traffic volume of more than 50 daily trips. Access roads leading into the construction site shall be paved at least 25 feet from the main road.
- **Disturbed Areas:** When active construction ceases on the site, replace ground cover as quickly as possible.
- **Track Out or Carry Out:** Track out will be cleaned at the end of each workday or immediately when mud or dirt extends a cumulative distance of 50 linear feet or more onto a paved road within an urban area.

2-2

AQ-2: Air Quality Measures

The Applicant shall ensure the following air quality measures are shown on applicable grading permits:

- a. Construction of the project site will be subject to the requirements of the Imperial County Air Pollution Control 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 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.

2-3

Letter 2 – Imperial County Air Pollution Control District, Ismael Garcia, (Pg. 3 of 3)

- Replace fossil fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set).
 - Maintain all construction equipment in proper tune according to manufacturer's specifications; fuel off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generators sets, compressors, with ARB certified motor vehicle diesel fuel.
- b. To provide a greater degree of reduction of PM10 emissions from construction combustion equipment per Air Pollution Control District recommendations, the project shall 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.
- c. The proposed project shall further implement activity management (e.g. rescheduling activities to reduce short-term impacts).

2-3

While the document did not include any Air Quality Impact Modelling for review the Air District can concur that Mitigation Measures AQ-1 and AQ-2 are consistent with mitigations that maintain the impacts of this type of project below significance.

2-4

The document and mitigation measures correctly state the project must comply with Regulation VIII and the Air District reminds the applicant that the project must comply with all Air District Rules and Regulations.

For your convenience, the Air District's rules and regulations are available via the web at <https://apcd.imperialcounty.org/rules-and-regulations/>. Please feel free to call our office at (442) 265-1800 or contact us through email if you have any additional questions or concerns.

2-5

Respectfully,



Ismael Garcia

Environmental Coordinator



Reviewed by
Monica Soucier
APC Division Manager

2.6 Letter 2 – City of Holtville Response to Comments

Response to Comment 2-1: The comment provides introductory remarks and a description of the Alamo River Trestle Bridge Project. The comment further states that the Draft IS/MND implemented mitigation measures AQ-1 and AQ-2. Since the comment does not address the adequacy of the environmental analysis, no changes to the Revised IS/MND in response to this comment is necessary.

Response to Comment 2-2: The comment provides a detailed description of mitigation measure AQ-1: Dust Control Plan from the draft IS/MND. No additional information or comments are provided. Since the comment does not address the adequacy of the environmental analysis, no changes to the Revised IS/MND in response to this comment is necessary.

Response to Comment 2-3: The comment provides a detailed description of mitigation measure AQ-2: Air Quality Measures from the draft IS/MND. No additional information or comments are provided. Since the comment does not address the adequacy of the environmental analysis, no changes to the Revised IS/MND in response to this comment is necessary.

Response to Comment 2-4: The comment states that while the document does not provide any air quality modelling, mitigation Measures AQ-1 and AQ-2 from the Draft IS/MND are consistent with mitigations that reduce the impacts from the type of project to below significant. The comments also provide a reminder that the project must comply with all Imperial County Air Pollution Control District rules and regulations. This comment has been noted, and minor edits to the description on the Air Quality section of the Revised IS/MND were added to stipulate compliance with all Imperial County Air Pollution Control District rules and regulations.

Response to Comment 2-5: The comment provides the commenter's phone number, email address, and a web link for additional information regarding the comment letter. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Letter 3 – California Department of Fish and Wildlife, Brandy Wood (Pg. 1 of 27)



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



January 31, 2025
Sent via email

Nicholas D. Wells, City Manager
City of Holtville
121 West 5th Street
Holtville, CA 92250

Dear Mr. Wells:

ALAMO RIVER TRAIL TRESTLE BRIDGE PROJECT (PROJECT)
MITIGATED NEGATIVE DECLARATION (MND)
SCH# 2024121192

The California Department of Fish and Wildlife (CDFW) received a Notice of Intent to Adopt an MND from the City of Holtville for the Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.¹

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the Project proponent may seek related take authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Proponent: The Holt Group, Inc.

Objective: The objective of the Project is to rehabilitate the Alamo River Trail Trestle Bridge and make improvements to the Alamo River Walking Trail. Primary Project activities include demolition and replacement of the damaged portions of the bridge (approximately 1,000 square feet), and the installation of 3,500 square feet of bridge decking suitable for non-motorized trail users, 350 linear feet of Americans with Disabilities Act compliant bridge railings suitable for pedestrians and bicycles, and 350 square feet of bridge landing suitable for the transition between the bridge and the existing Alamo River Trail. The damaged structures will be replaced with timber, when feasible, to match the nondamaged portion of the bridge and restore the aesthetic appeal of the bridge.

¹ CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

3-1

3-2

Letter 3 – California Department of Fish and Wildlife, Brandy Wood (Pg. 2 of 27)

Nicolas Wells, City Manager
City of Holtville
January 31, 2025
Page 2 of 20

Location: Holtville, CA, Imperial County, north of Highway 115 and over and east of the Alamo River at APN 045-243-005 and at Latitude 32.8081042, Longitude -115.3881899.
Timeframe: Unknown

3-2

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City of Holtville in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the document.

I. Project Description and Related Impact Shortcoming

Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by CDFW or USFWS?

COMMENT 1:

Project Description, Pages 1-2

Issue: The Project Description does not specify if Project activities will occur in the Alamo River.

Specific impact: If Project activities will impact resources in the Alamo River, the City of Holtville will need to notify for a Lake or Streambed Alteration Agreement (LSA), and if deemed necessary by CDFW, be issued a Streambed Alteration Agreement and avoid, minimize, and mitigate the impacts to the Alamo River's bed, bank, or channel, and the resources that rely upon it.

Why impact would occur: Potentially significant impacts to Alamo River's resources could occur due to lack of proposed avoidance, minimization, and mitigation measures.

3-3

Evidence impact would be significant: California places great value on streams and the resources they provide. Notification is required, pursuant to CDFW's LSA Program (Fish & G. Code, § 1600 et. seq.) for any Project-related activities that will substantially divert or obstruct the natural flow; change or use material from the bed, channel, or bank including associated riparian or wetland resources; or deposit or dispose of material where it may pass into a river, lake or stream. Work within ephemeral streams, washes, watercourses with a subsurface flow, and floodplains are generally subject to notification requirements. CDFW, as a Responsible Agency under CEQA, will consider the CEQA document for the Project. CDFW may not execute a final LSA Agreement until it has complied with CEQA (Pub. Resources Code section 21000 et seq.) as the Responsible Agency.

Recommended Edits to Project Description and Related Impact Shortcoming: If the Project will impact resources subject to Fish and Game Code section 1602, CDFW recommends the MND's Project Description describes these activities and includes avoidance, minimization or mitigation measures to ensure the Project impacts are reduced to a less than significant level. If the Project will not impact resources subject to Fish and Game Code section 1602, CDFW recommends the MND notes these resources will be avoided.

To reduce impacts to less than significant: If Project activities will be occurring in the Alamo River, the City of Holtville, CDFW recommends the MND require notification to CDFW for an LSA agreement pursuant to Fish and Game Code section 1602, and define the mitigation required to bring Project impacts to the Alamo River less than significant.

II. Environmental Setting and Related Impact Shortcoming

Letter 3 – California Department of Fish and Wildlife, Brandy Wood (Pg. 3 of 27)

Nicolas Wells, City Manager
City of Holtville
January 31, 2025
Page 3 of 20

Would the Project 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 CDFW or USFWS?

COMMENT 2:

Section IV, Page 15

Issue: The MND does not adequately identify the Project's potentially significant impacts to biological resources.

Specific impact: The MND states:

"A formal biological survey was conducted in June of 2016 for the City of Holtville Alamo River Wetlands Walking Trail Project which stretches approximately 1.3 miles from Earl Walker Park, 500 feet south of the Project site, to the City of Holtville Wetlands north of the Project site. While the survey spans the length of the proposed Alamo River Walking trail, the Trestle Bridge Project is well within the biological surveys scope given that the trestle bridge and portions of the trail to be improved are part of the overall Alamo River Trail Project. The 2016 biological survey concluded by stating that no riparian habitats nor any endangered, threatened, or species of concern would be affected (See Appendix A - Biological Report). Nonetheless, disturbance from construction activities within this area is still a possibility and recommended mitigation measures will be in place."

The general field assessment included a survey of the Project site and along the river bluff. CDFW is concerned that the timing and scope of the general field assessment in May 2016 was not sufficient to detect all special-status species. In addition, only one focused survey was performed for western burrowing owl. A single survey effort may not be sufficient to detect special-status species, and following approved guidelines and protocol-level surveys increases detection of presence. CDFW is concerned about the potential for special-status species to occur on or near the Project site due to insufficient survey efforts. Recent surveys during the appropriate times of the year are needed to identify potential impacts to biological resources; inform appropriate avoidance, minimization, and mitigation measures; and determine whether impacts to biological resources have been mitigated to a level that is less than significant.

The California Natural Diversity Database (CNDDDB) and data layers in the Biogeographic Information and Observation System (BIOS) indicate that federal Endangered Species Act-listed, CESA-listed, or other special-status species have been reported or have the potential to occur in the Project area that were not addresses in the MND, including, but not limited to, the following: Plants: Abram's spurge (*Euphorbia abramsiana*) and gravel milk-vetch (*Astragalus sabulonum*); Amphibians: Sonoran Desert toad (*Inclius alvanus*); Birds: crissal thrasher (*Toxostoma crissale*), ferruginous hawk (*Buteo regalis*), Gila woodpecker (*Melanerpes uropygialis*), loggerhead shrike (*Lanius ludovicianus*), mountain plover (*Charadrius montanus*), northern harrier (*Circus cyaneus*), yellow warbler (*Setophaga petechia*), and Yuma Ridgway's rail (*Rallus obsoletus yumanensis*); Mammals: American badger (*Taxidea taxus*), little brown bat (*Myotis lucifugus*), Mexican free-tailed bat (*Tadarida brasiliensis*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), western mastiff bat (*Eumops perotis californicus*), Yuma myotis (*Myotis yumanensis*), and western yellow bat (*Lasius xanthinus*).

Why impact would occur: Special-status species may not be present during an individual survey. If migratory special-status species are present during other times of the year, they could be impacted by Project activities when timelines intersect. CDFW generally considers biological field assessments for wildlife to be valid for a one-year period, and assessments for rare plants may be considered valid for a period of up to three years. Some aspects of the proposed Project may warrant periodic updated surveys for certain sensitive taxa, particularly if the Project is proposed to occur over a

3-4

Letter 3 – California Department of Fish and Wildlife, Brandy Wood (Pg. 4 of 27)

Nicolas Wells, City Manager
City of Holtville
January 31, 2025
Page 4 of 20

protracted time frame, or in phases, or if surveys are completed during periods of drought.

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to biological resources has not been adequately analyzed in the MND. CDFW is concerned that without a complete and accurate description of the existing environmental setting, the MND likely provides an incomplete or inaccurate analysis of Project-related environmental impacts and whether those impacts have been mitigated to a level that is less than significant. Section 15125(c) of the CEQA Guidelines states that knowledge of the regional setting of a project is critical to the assessment of environmental impacts, that special emphasis should be placed on environmental resources that are rare or unique to the region, and that significant environmental impacts of the proposed Project are adequately investigated and discussed.

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

CDFW recommends the MND includes avoidance, minimization or mitigation measures to ensure the Project impacts are reduced to a less than significant level. CDFW recommends the MND be revised to include updated survey results following approved guidelines and protocols and provide an impact analysis (see Comment 2 below). If this recommendation is not accepted by the lead agency, CDFW recommends the inclusion of the following measure in the MND.

Mitigation Measure BIO-6

Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).

COMMENT 3:

Appendix A – Biological Report, Page 1

Issue: Appendix A - Biological Report is outdated and evaluation of the environmental baseline should be reconducted using proper surveying guidance and protocols for all biological resources.

Specific impact: An outdated biological survey may not account for all current species and habitats present on the Project site which may lead to potentially significant impacts to special-status species and other biological resources.

Why impact would occur: Lack of identification of present biological resources and unmitigated Project activities can significantly impact special-status species through but not limited to direct mortality, destruction of foraging habitat, and/or destruction of nesting habitat.

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Evidence impact would be significant: CDFW generally considers biological field assessments for wildlife to be valid for a one-year period. Also, site conditions likely have changed in the approximate 8 years since the general survey was conducted, which means the species covered in Appendix A – Biological Report may have diminished, and/or other species may have inhabited the Project site. In addition, western burrowing owls are now CESA candidate species, and take of the species without state authorization is prohibited.

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

CDFW recommends the MND includes avoidance, minimization or mitigation measures to ensure the Project impacts to biological resources are reduced to a less than significant level.

To reduce impacts to less than significant: CDFW recommends the City of Holtville conduct new, species-specific biological surveys for special-status species and sensitive natural communities near the Project site following CDFW and USFWS guidelines and protocols. The MND should reflect the survey results of all special-status species and sensitive natural communities in the vicinity of the Project site and note the presence and absence of species and sensitive natural communities.

3-5

COMMENT 4:

Appendix A – Biological Report, Page 7

Issue: Appendix A – Biological Report identified cliff swallows (*Petrochelidon pyrrhonota*) near the Project site and the MND has not described potential impact nor mitigation to reduce any potential impact for these species.

Specific impact: Appendix A – Biological Report (p. 7) states, "There are swallows nesting under SR 115 bridge and there is the possibility of nesting birds in the trees found growing along the banks of the river along the walking path." As the Alamo River Trestle Bridge is in the vicinity of the SR 115 bridge, it is possible that cliff swallows may utilize the structure for nesting.

Why impact would occur: A recent survey to document species presence was not performed. Removal of the sections of the Alamo River trestle bridge can result in harm to or take of the species and/or destruction of nests. Removal and replacement of the existing Alamo River trestle bridge could also cause disturbance to cliff swallow nesting areas which can lead to nest abandonment and loss of fecundity

Evidence impact would be significant: This Project has the ability to unintentionally destroy nests and/or eggs of cliff swallows unless proper surveys are conducted prior to Project activities. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. According to the Migratory Bird Treaty Act, "it shall be unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, kill, attempt to take, capture, or kill, possess, offer for sale, sell, offer to barter, barter, offer to purchase, purchase, deliver for shipment, ship, export, import, cause to be shipped, exported, or imported, deliver for transportation, transport or cause to be transported, carry or cause to be carried, or receive for shipment, transportation, carriage, or export, any migratory bird, any part, nest, or egg of any such bird etc."

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Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

CDFW recommends the MND includes avoidance, minimization or mitigation measures to ensure the Project impacts are reduced to a less than significant level. CDFW recommends inclusion of the following measure in the MND if cliff swallow presence is determined by updated surveys.

Mitigation Measure BIO- 6:

Swallow Nesting: Construction shall either occur outside of the swallow nesting period (generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian Biologist which could include methods to deter swallow nesting.

3-6

COMMENT 5:

Appendix A – Biological Report, Page 5

Issue: CDFW is concerned that the MND does not sufficiently identify and evaluate potential Project impacts to bat species or ensure that impacts are reduced to a level less than significant.

Specific impact: There is a potential for bat species, such as Mexican free-tailed bat (*Tadarida brasiliensis*), Yuma myotis (*Myotis yumanensis*), and little brown bat (*Myotis lucifugus*) to occur and roost in the Project area. These species could also potentially night roost within the Alamo River trestle bridge. Additionally, bat species' maternity and winter roosting habitat is rapidly declining, and a loss of occupied habitat may be significant under CEQA. CDFW notes that in addition to multiple bat species roosting in the bridge components, there is also potential for multiple bat species, including pallid bat (*Antrozous pallidus*), to roost in cliff swallow mud-nests, which are potentially present on the bridge. Year-round occupancy of cliff swallow mud-nests by bat species has been observed throughout California, including, but not limited to, Yuma myotis (*Myotis yumanensis*), big brown bat (*Eptesicus fuscus*), Mexican free-tailed bat (*Tadarida brasiliensis*), pallid bat (*Antrozous pallidus*), and Myotis sp. (unidentified to species level) (California Bat Working Group, 2022). Several bat species use mud-nests located in or on bridges, cliffs, culverts, and other structures with a vertical surface protected by an overhang near a source of mud and with a nearby open area for foraging. They have been observed using the inside of cliff swallow nests as well as the interstitial crevices between nests or between the nest and the structure (California Bat Working Group, 2022).

3-7

Why impact would occur: Disturbance of bat roosting habitat on the Alamo River trestle bridge due to removal of damaged bridge parts can potentially impact species of bats by direct mortality, roosting disturbances, and breeding disturbances. The permanent loss of roosting habitat is considered one of the primary conservation issues for bat populations (Fenton 1997, Pierson 1996). Bats roosting in cliff swallow mud-nests could be directly impacted (i.e., injured or killed) by Project activities if they are present when these nests are removed.

Evidence impact would be significant: Take (hunt, pursue, catch, capture, or kill, or attempt to do so; Fish & G. Code §86) of nongame mammals is prohibited by Fish and Game Code §4150. Section 15070(b)(2) of the CEQA Guidelines states that one of the conditions under which a mitigated negative declaration shall be prepared is when there is no substantial evidence that the Project may have a significant effect on the environment. Therefore, CDFW recommends the City of Holtville demonstrate that all impacts to biological resources are less than significant through appropriate avoidance, minimization, and mitigation measures. Several special-status bats have the potential to occur in the Project area, including pallid bat (*Antrozous pallidus*), which is an SSC that meets the CEQA definition of a rare species (CEQA Guidelines § 15380).

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Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

CDFW recommends the City of Holtville demonstrate in the MND that there are no impacts to bats species, or any potential impacts are avoided, minimized, and mitigated to a level that is less than significant. CDFW reiterates the recommendation that a revised MND include the survey results of whether cliff swallow nests occur on the bridge and also include an analysis of the potential impacts to bats that may use these nests for roosting. CDFW recommends the MND includes avoidance, minimization, and mitigation measures for present bat species to ensure the Project impacts are reduced to a less than significant level. CDFW recommends inclusion of the following measure in the MND.

Mitigation Measure BIO - 7:

Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area.

If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.

If active maternity roosts are identified in the work area or 500 feet extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.

If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare

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a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area. A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.

3-7

COMMENT 6:

Appendix A – Biological Report, Page 5

Issue: CDFW is concerned that the MND does not sufficiently identify potential Project impacts to Yuma Ridgway's rail (*Rallus obsoletus yumanensis*), a CESA-listed threatened species, and fully protected species, or ensure that impacts are reduced to a level less than significant.

Specific impact: The Project may result in adverse impacts to this CESA-listed and state fully protected species due to habitat modification, loss of foraging habitat, and/or interruption of migratory and breeding behaviors. CDFW recommends that the City of Holtville include in the analysis how appropriate avoidance measures will be utilized to reduce direct and indirect impacts to species to a level less than significant and avoid take.

Why impact would occur: Disturbance to Yuma Ridgway's rail habitat through removal of vegetation, removal of the damaged part of Alamo River trestle bridge, and noise during Project activities can lead to significant impacts to a fully protected and threatened species.

Evidence impact would be significant: CESA prohibits the take (under Fish & G. Code, § 86, "take" means to hunt, pursue, catch, capture, or kill, or to attempt to hunt, pursue, catch, capture, or kill) of any endangered, threatened, or candidate species that results from a proposed project, except as authorized by state law (Fish & G. Code, §§ 2080, 2085). Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except as follows: Take is for necessary scientific research; efforts to recover a fully protected, endangered, or threatened species; live capture and relocation of a bird species for the protection of livestock; or they are a covered species whose conservation and management is provided for in a Natural Community Conservation Plan (Fish & G. Code, §§ 3511, 4700, 5050, & 5515). Specified types of infrastructure projects may be eligible for an incidental take permit for unavoidable impacts to fully protected species if certain conditions are met (see Fish & G. Code §2081.15). Project proponents should consult with CDFW early in the project planning process.

3-8

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

As Appendix A – Biological Report is out of date, CDFW recommends that protocol-level surveys be conducted to determine the presence or absence of Yuma Ridgway's rail on the Project site and a 500-foot buffer. The survey results should be included in a revised MND, along with analysis of potential adverse impacts to this CESA-listed and state fully protected species. CDFW recommends that the City of Holtville include in the analysis how appropriate avoidance measures will reduce direct and indirect impacts to species to a level less than significant. Project activities described in the MND should generally be designed to completely avoid any fully protected species that have the potential to be present within or adjacent to the Project area. To reduce impacts to

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Yuma Ridgway's rail to a level less than significant, CDFW recommends that the City of Holtville include the following mitigation measure in a revised MND:

Mitigation Measure BIO-8:

Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak breeding season (generally February 15 to September 30). CDFW shall be notified in writing of detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.

3-8

COMMENT 7:

Appendix A – Biological Report, Page 5-6

Issue: The Project site potentially contains suitable habitat for western burrowing owl, a CESA-listed candidate species. Breeding surveys and non-breeding surveys were not performed for western burrowing owl.

Specific impact: The MND does not analyze or identify potential impact nor propose mitigation for any potential loss of nesting burrows, satellite burrows, foraging habitat, dispersal and migration habitat, wintering habitat, and habitat linkages, including habitat supporting prey and host burrowers, and other essential habitat attributes.

Why impact would occur: Western burrowing owls are dependent on burrows at all times of the year for survival and/or reproduction, evicting them from nesting, roosting, and satellite burrows may lead to indirect impacts or take. Loss of access to burrows will likely result in varying levels of increased stress on western burrowing owls and could depress reproduction, increase predation, increase energetic costs, and introduce risks posed by having to find and compete for available burrows (CDFG, 2012). Western burrowing owls are also dependent on adjacent habitat, and forage within 600 meters of nest burrows (Rosenberg and Haley, 2004). CDFW considers habitat to be occupied when at least one western burrowing owl, or its sign at or near a burrow entrance, is observed within the last three years (CDFG, 2012). As written, the MND only requires replacement of burrows determined to be occupied at the time of preconstruction surveys. This MND does not analyze temporal consideration of species occupancy and their use of the surrounding landscape for survival.

3-9

Evidence impact would be significant: As a candidate species, western burrowing owl is granted full protection of a threatened or endangered species under CESA. Take is defined in Fish and Game Code section 86 as "hunt, pursue, catch, capture or kill, or attempt to hunt, pursue, catch, capture or kill." CESA allows CDFW to authorize project proponents to take state-listed threatened, endangered, or candidate species if certain conditions are met. Take must be incidental to an otherwise lawful activity. The issuance of a permit cannot jeopardize the continued existence of the species, and the impacts must be minimized and fully mitigated. Similarly, take, possession or destruction of individual burrowing owls, their nests and eggs are prohibited under Fish and Game Code sections 3503, 3503.5 and 3513. Eviction of burrowing owls is a potentially significant impact under CEQA, and mitigation must be roughly proportional to the level of impacts, including cumulative impacts, in accordance with the provisions of CEQA (CEQA Guidelines, §§ 15126 4(a)(4)(B), 15064, 15065, and 16355). As stated in the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), "the current scientific literature supports the conclusion that mitigation for permanent habitat loss necessitates replacement with an equivalent or greater habitat area for breeding,

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foraging, wintering, dispersal, presence of burrows, burrow surrogates, presence of fossorial mammal dens, well drained soils, and abundant and available prey within close proximity to the burrow”.

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming) CDFW recommends the MND identify and analyze any potential impacts to western burrowing owl, and include avoidance, minimization or mitigation measures to ensure the Project impacts are reduced to a less than significant level, which may include obtaining an incidental take permit.

To reduce impacts to less than significant:

CDFW recommends the City of Holtville perform breeding and non-breeding surveys per the guidance of the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), assess the impact, and create a mitigation measure to include avoidance, minimization, and mitigation for burrowing owls identified on-site, and these same measures be applied to any individuals found during take avoidance surveys as conditions by the proposed mitigation measure. CDFW recommends the guidance of mitigating impacts to burrowing owls in the Staff Report on Burrowing Owl Mitigation (CDFG, 2012) be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals.

3-9

COMMENT 9:

Appendix A – Biological Report, Page 5

Issue: There is a discrepancy between the MND and Appendix A – Biological Report regarding the removal of arrow weed thickets (*Pluchea sericea* Shrubland Alliance), which is recognized by CDFW as a sensitive natural community. No avoidance, minimization, or mitigation measures are proposed for the potential impacts to arrow weed thickets.

Specific impact: Appendix A – Biological Report (p. 3) states, “Limbs and tree stumps will be removed to enhance the view of the river.” However, the MND contradicts this analysis stating, “While the Project is not proposing to remove any existing vegetation, the City will strive to avoid and minimize impacts to the vegetation to the greatest extent possible.”

Why impact would occur: No avoidance, minimization, or mitigation measures are in the MND regarding sensitive natural communities. CDFW is concerned, if Appendix A – Biological Report is accurate in the description of the Project’s disturbance activities, that there are no avoidance, minimization, or mitigation measures in the MND to ensure impacts are reduced to less than significant levels.

3-10

Evidence impact would be significant: Arrow weed thickets are listed on the CDFW Vegetation Classification and Mapping Program’s (VegCAMP) Sensitive Natural Communities Only by Life Form list (CDFW, June 2023) as a S3 state rarity ranking. Natural Communities with ranks of S1-S3 are considered Sensitive Natural Communities to be addressed in the environmental review process of CEQA.

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Environmental Setting and Related Impact Shortcoming)

Should arrow weed thickets have the potential to be impacted by the Project, CDFW recommends the MND includes avoidance, minimization or mitigation measures to ensure the Project impacts to the sensitive natural community are reduced to a less than significant level. CDFW proposes the following mitigation measure:

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Mitigation Measure BIO-8:

To the greatest extent practicable, Project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.

3-10

III. Mitigation Measure or Alternative and Related Impact Shortcoming

Would the Project 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 CDFW or USFWS?

COMMENT 9:

Section IV, Page 16

Issue: The Project may have impacts on nesting birds and their nests, including SSC and CESA-listed species.

Specific impact: Project activities may result in degradation and permanent loss of nesting bird habitat and may also result in direct mortality and/or injury to nesting birds and take of their nests onsite through trimming/removing vegetation along the Alamo River Walking Trail.

Why impact would occur: Direct take may result from vehicle and equipment strike and from predators attracted to the construction site. Indirect take may result from displacement, reduction of habitat and habitat quality, and from impacted foraging and nesting habitat. Additionally, construction during the breeding season of nesting birds could potentially result in the incidental loss of breeding success or otherwise lead to nest abandonment. Noise from road use, generators, and heavy equipment may disrupt nesting bird mating calls or songs, which could impact reproductive success.

Evidence impact would be significant: Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto.

3-11

Recommended Potentially Feasible Mitigation Measure(s): CDFW supports the inclusion of MM BIO-1 and MM BIO-2 with revisions in the final MND, as per below, to avoid impacts to nesting birds (edits are in ~~strikethrough~~ and additions are in **bold**):

Mitigation Measure BIO-1:

~~If construction is planned between the dates of February 15 through September 1, a nesting bird survey prior to construction is required to prevent violation of the Migratory Bird Treaty Act. Within seven (7) days prior to commencement of grading/construction activities, a qualified biologist shall perform a preconstruction survey within 500 feet of the proposed work limits.~~

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~~If active avian nest(s) are discovered within or 500 feet from the work limits, a buffer shall be delineated around the active nest(s) measuring 300 feet. A qualified biologist shall monitor the nest(s) weekly after commencement of construction to ensure that nesting behavior is not adversely affected by such activities.~~

a. To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.

b. If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.

3-11

~~e. If the qualified biologist determines that nesting behavior is adversely affected by grading/construction activities, then a noise mitigation program shall be implemented in consultation with the California Department of Fish and Wildlife (CDFW), to allow such activities to proceed. Once the young have fledged and left the nest(s) then construction activities may proceed within 300 feet of the fledged nest(s).~~

COMMENT 10:

Section IV, Page 16

Issue: The MND does not include an assessment of impacts to biological resources resulting from construction noise nor mitigation measures to avoid or reduce impacts to a level less than significant.

Specific impact: The MND (p. 16) states, "If the qualified biologist determines that nesting behavior is adversely affected by grading/construction activities, then a noise mitigation program shall be implemented in consultation with CDFW, to allow such activities to proceed." CDFW is concerned this statement does not mention that it will adhere to any regulations or methods of noise reduction.

3-12

Why impact would occur: Noise from Project activities can impact many species by disrupting breeding cycles and foraging opportunities. These impacts can greatly reduce the fecundity of species.

Evidence impact would be significant: Construction may result in substantial noise through road use, equipment, and other Project-related activities. This may adversely affect wildlife species in several ways as wildlife responses to noise can

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occur at exposure levels of only 55 to 60 dB (Barber et al. 2009). Anthropogenic noise can disrupt the communication of many wildlife species including frogs, birds, and bats (Sun and Narins 2005, Patricelli and Blickley 2006, Gillam and McCracken 2007, Slabbekoorn and Ripmeester 2008). Noise can also affect predator-prey relationships as many nocturnal animals such as bats and owls primarily use auditory cues (i.e., hearing) to hunt. Additionally, many prey species increase their vigilance behavior when exposed to noise because they need to rely more on visual detection of predators when auditory cues may be masked by noise (Rabin et al. 2006, Quinn et al. 2017). Noise has also been shown to reduce the density of nesting birds (Francis et al. 2009) and cause increased stress that results in decreased immune responses (Kight and Swaddle 2011).

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Mitigation Measure or Alternative and Related Impact Shortcoming)
Because of the potential for construction noise to negatively impact wildlife, CDFW recommends the inclusion of MM BIO-9 in a revised MND to replace the portions of MM BIO-3 regarding construction noise.

3-12

Mitigation Measure BIO-9:

During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.

COMMENT 11:

Section MND IV, Page 16

Issue: The MND does not analyze impacts to biological resources from artificial nighttime lighting and includes no mitigation measures to avoid or reduce impacts to biological resources to a level less than significant. Designs for lighting to be used during operation of the Project should be included in a revised MND, along with details of artificial nighttime lighting to be used during construction.

Specific impact: The MND does not provide any details regarding the use of artificial nighttime lighting or the impacts to biological resources resulting from the use of artificial nighttime lighting during construction of the Project, and no mitigation measures are proposed. The direct and indirect impacts of artificial nighttime lighting on biological resources including migratory birds that fly at night, bats, and other nocturnal and crepuscular wildlife should be analyzed, and appropriate avoidance and minimization measures to reduce impacts to less than significant should be included in a revised MND.

3-13

Why impact would occur: Artificial light can impact special-status species by disrupting circadian rhythms, interfering with foraging and protection from predators, causing confusion with migration patterns.

Evidence impact would be significant: Artificial nighttime lighting often results in light pollution, which has the potential to significantly and adversely affect fish and wildlife. Artificial lighting alters ecological processes including, but not limited to, the temporal niches of species; the repair and recovery of physiological function; the measurement of time through interference with the detection of circadian and lunar and seasonal cycles; the detection of resources and natural enemies; and navigation (Gatson et al. 2013). Many species use photoperiod cues for communication including bird song (Miller 2006), determining when to begin foraging (Stone et al. 2009), behavioral thermoregulation (Beiswenger 1977), and migration (Longcore & Rich 2004).

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Phototaxis, a phenomenon that results in attraction and movement towards light, can disorient, entrap, and temporarily blind wildlife species that experience it (Longcore & Rich 2004).

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Mitigation Measure or Alternative and Related Impact Shortcoming)

Because of the potential for artificial nighttime lighting to negatively impact wildlife, CDFW recommends a revised MND include a light impact assessment and an analysis of impacts to biological resources accompanied by specific avoidance and minimization measures to ensure that impacts to wildlife are avoided or reduced to less than significant. CDFW recommends adding the following mitigation measure to a revised MND:

Mitigation Measure BIO-10:

During Project construction and operations over the lifetime of the Project, the City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <https://darksky.org/>). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.

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COMMENT 12:

Section IV, Page 16-17

Issue: The Project has the potential to result in permanent and temporary loss, degradation, and impacts to western burrowing owl habitat. The Project may result in the take of western burrowing owl, a CESA candidate species, during construction of the Project and life of the Project.

Specific impact: The MND describes that no burrows were located on-site, and no sign of burrowing owl were observed, however since the time of surveying, western burrowing owl could have potentially inhabited the site. If western burrowing owl has inhabited the site the potential for the collapsing of burrows, entombment, displacement, direct take associated with vehicle and equipment strike, indirect take associated with Project operations such as attracting predators, reduction of habitat and habitat quality could occur. The Project as described will potentially cause permanent and temporary impacts to western burrowing owl foraging and nesting habitat.

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Why impact would occur: Although the MND states that no active sign of western burrowing owl was found throughout the site, only one general survey was performed in 2016. This outdated survey does not preclude the potential that burrowing owl has inhabited the area. The loss of burrowing owl habitat could result in significant impacts.

Evidence impact would be significant: The Project, as described, may result in injury, direct mortality, indirect mortality, disruption of breeding behavior, and/or may reduce reproductive capacity of the species. CDFW considers the direct and indirect take of western burrowing owl, and the loss of the species' habitat as a significant impact, unless mitigated to a level of less than significant and in compliance with State (i.e., Fish and Game Code sections 3503.5, etc.) and Federal laws (i.e., Migratory Bird Treaty Act). Furthermore, following the Fish and Game Commission's decision to list western burrowing owl as a candidate species under CESA, CDFW considers the take of burrowing owl and the loss of the species' habitat as a significant impact, unless mitigated to a level of less than significant which may include that ground disturbing

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activities be postponed until appropriate authorization (i.e., a finalized CESA ITP under Fish and Game Code section 2081) is obtained.

Recommended Potentially Feasible Mitigation Measure(s) (Regarding Mitigation Measure or Alternative and Related Impact Shortcoming)

CDFW supports the inclusion of MM BIO-4 with revisions in the final MND, as per below, to avoid impacts to a CESA candidate species (edits are in ~~strike through~~ and additions are in **bold**.) CDFW also recommends the MND includes avoidance, minimization or mitigation measures to ensure the Project impacts are reduced to a less than significant level with the inclusion of MM BIO-11.

Mitigation Measure BIO-4:

~~Although there were no sensitive species identified by the study, and more specifically, no burrowing owls, the following mitigation measures shall be shown on building plans as details, notes or as otherwise appropriate in the event that burrowing owls are identified during the pre-construction survey:~~

~~a. In the event that an active burrow is found, the active burrow that is in the zone of construction should be passively relocated, following guidelines found within California Department of Fish and Game (CDFG) guidelines with consultation with CDFG Bermuda Dunes office. Prior to relocation, two artificial burrows per active burrow to be closed will be installed in the vicinity of the trail Alamo River.~~

~~b. Burrowing owl worker training should be given to construction workers prior to the start of work by a qualified biologist, which would include the following information:~~

- ~~• Distribution~~
- ~~• General behavior and ecology~~
- ~~• Sensitivity to human activities~~
- ~~• Legal protection~~
- ~~• Penalties for violations of State or Federal laws~~
- ~~• Reporting requirements~~
- ~~• Project protective mitigation measures~~
- ~~• A wallet card will be given to each worker~~

Western Burrowing Owl. If complete avoidance cannot be achieved an CESA Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW.

MM-BIO-4.1 At least 45 days prior to construction the Project proponent shall conduct a survey of the Project site to determine if burrowing owls are present. If present the Project proponent shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval at least 30 days prior to initiation of ground disturbing activities. The Burrowing Owl Plan shall include 1) impact assessment that details the number and location of occupied burrow sites, and acres of burrowing owl habitat; 2) if avoidance of impacts is proposed, details on avoidance actions and monitoring such as proposed buffers, visual barriers and other actions; 3) site monitoring to be conducted prior to, during, and after any exclusion of burrowing owls from their burrows sufficient to ensure take is avoided, daily monitoring with cameras and direct observation for one week to confirm young of the year have fledged if the exclusion will occur immediately after the end of the breeding season, and process to document any excluded burrowing owls use of artificial or natural burrows on an adjoining mitigation site (if able to confirm by band resight), 4) details of proposed mitigation for impacts to occupied burrows and habitat. The proposed implementation of burrow exclusion and closure should only be considered as a last resort. If impacts to

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occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Project proponent shall implement the Burrowing Owl Plan following CDFW review and approval. The requirements of the Burrowing Owl Plan may be superseded or supplemented by the requirements of the CESA ITP.

MM-BIO-4.2: Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.

MM-BIO-4.3 To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.

MM-BIO-4.4 During take avoidance surveys the Project proponent shall have a Qualified Biologist(s), pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of burrowing owl activity prior to any site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If it is evident that the burrows are actively being used, the Project proponent shall follow the guidelines in the CDFW approved Burrowing Owl Plan and Conditions of Approval within the CESA ITP. If no Plan has been approved or CESA ITP obtained, the Project proponent shall not commence activities until owls have been confirmed absent and the burrows are no longer in use by adult or juvenile owls or until a Burrowing Owl Plan has been submitted and approved, and a CESA ITP obtained.

Mitigation Measure BIO-11:

A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.

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ENVIRONMENTAL DATA

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CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDDB). The CNDDDB field survey form can be filled out and submitted online at the following link: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. The types of information reported to CNDDDB can be found at the following link: <https://www.wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>.

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ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

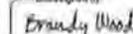
CONCLUSION

CDFW appreciates the opportunity to comment on the MND to assist the City of Holtville in identifying and mitigating Project impacts on biological resources.

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Questions regarding this letter or further coordination should be directed to Austin Gutierrez, Environmental Scientist at (909) 544-2525 or Austin.Gutierrez@Wildlife.ca.gov.

Sincerely,



Brandy Wood

Brandy Wood
Environmental Program Manager

Attachments

Attachment A: Mitigation, Monitoring, and Reporting Program (MM ³⁻¹ r CDFW Proposed Mitigation Measures

cc: Office of Planning and Research, State Clearinghouse, Sacramento
state.clearinghouse@opr.ca.gov

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**Attachment A
Draft Mitigation, Monitoring, and Reporting Program**

Draft Mitigation, Monitoring, and Reporting Program (MMRP)
CDFW provides the following language to be incorporated into the MMRP for the Project.

Biological Resources (BIO)		
Mitigation Measure (MM) Description	Implementation Schedule	Responsible Party
<p>MM BIO-1:</p> <p>a. To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.</p> <p>b. If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to</p>	<p>No more than 14 days prior to vegetation clearing or ground-disturbing activities/ During all Project construction</p>	<p>City of Holtville</p>

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<p>an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.</p>		
<p>MM BIO-4: Western Burrowing Owl. If complete avoidance cannot be achieved an Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW.</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>
<p>MM-BIO-4.1: At least 45 days prior to construction the Project proponent shall conduct a survey of the Project site to determine if burrowing owls are present. If present the Project proponent shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval at least 30 days prior to initiation of ground disturbing activities. The Burrowing Owl Plan shall include 1) impact assessment that details the number and location of occupied burrow sites, and acres of burrowing owl habitat; 2) if avoidance of impacts is proposed, details on avoidance actions and monitoring such as proposed buffers, visual barriers and other actions; 3) site monitoring to be conducted prior to, during, and after any exclusion of burrowing owls from their burrows sufficient to ensure take is avoided, daily monitoring with cameras and direct observation for one week to confirm young of the year have fledged if the exclusion will occur immediately after the end of the breeding season, and process to document any excluded burrowing owls use of artificial or natural burrows on an adjoining mitigation site (if able to confirm by band resight), 4) details of proposed</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>

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<p>mitigation for impacts to occupied burrows and habitat. The proposed implementation of burrow exclusion and closure should only be considered as a last resort. If impacts to occupied burrows cannot be avoided, information shall be provided regarding adjacent or nearby suitable habitat available to owls. If no suitable habitat is available nearby, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Project proponent shall implement the Burrowing Owl Plan following CDFW review and approval. The requirements of the Burrowing Owl Plan may be superseded or supplemented by the requirements of the CESA ITP.</p>		
<p>MM-BIO-4.2: Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.</p>	<p>Prior to Project construction activities/ During all Project construction/ End of construction</p>	<p>City of Holtville</p>
<p>MM-BIO-4.3: To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>
<p>MM-BIO-4.4: During take avoidance surveys the Project proponent shall have a Qualified</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>

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<p>Biologist(s), pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of burrowing owl activity prior to any site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If it is evident that the burrows are actively being used, the Project proponent shall follow the guidelines in the CDFW approved Burrowing Owl Plan and Conditions of Approval within the CESA ITP. If no Plan has been approved or CESA ITP obtained, the Project proponent shall not commence activities until owls have been confirmed absent and the burrows are no longer in use by adult or juvenile owls or until a Burrowing Owl Plan has been submitted and approved, and a CESA ITP obtained.</p>		
<p>MM BIO-5: Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>
<p>MM BIO-6: Construction shall either occur outside of the swallow nesting period (generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>

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<p>Biologist which could include methods to deter swallow nesting.</p>		
<p>MM BIO-7: Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area.</p> <p>If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.</p>	<p>Prior to Project construction activities/ During all Project construction</p>	<p>City of Holtville</p>

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<p>If active maternity roosts are identified in the work area or 500 feet extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.</p> <p>If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area. A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.</p>		
<p>MM BIO-8: Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>

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<p>Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak breeding season (generally February 15 to September 30). CDFW shall be notified in writing of detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.</p>		
<p>MM BIO-9: To the greatest extent practicable, Project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>
<p>MM BIO-10: During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.</p>	<p>During all Project construction</p>	<p>City of Holtville</p>
<p>MM BIO-11: During Project construction and operations over the lifetime of the Project, the City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and</p>	<p>Throughout construction and the lifetime operations of the Project</p>	<p>City of Holtville</p>

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<p>away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at https://darksky.org/). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.</p>		
<p>MM BIO-12: A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.</p>	<p>Prior to Project construction activities</p>	<p>City of Holtville</p>

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2.7 Letter 3 – City of Holtville Response to Comments

Response to Comment 3-1: The comment provides introductory remarks and a description of the Department of Fish and Wildlife's role in the CEQA review process. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Response to Comment 3-2: The comment provides a summary of the Alamo River Trestle Bridge Project and includes information on the project's objective and location. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Response to Comment 3-3: The comment begins by stating the main issue being that the project description does not specify if project activities will occur in the Alamo River. The comment then proceeds to state that if project activities will impact resources in the Alamo River, the City will need to notify the Department of Fish and Wildlife for a Streambed Alteration Agreement (LSA) to avoid potential impacts to the River's bed, bank, or channel, and the resources that rely upon it. Information regarding the legislative code and role the Department of Fish and Wildlife plays in protecting streams and the resources they provide is further listed in the comment.

The comment then recommends that the City updates the draft IS/MND to state whether the project will impact resources subject to Fish and Game Code Section 1602 and provide a description of the activities along with avoidance, minimization, or mitigation measures if the said resources are impacted by the project. If the project impacts the specified resources, the commenter further recommends that the Revised IS/MND requires notification to the Department of Fish and Wildlife for an LSA agreement along with required mitigation measures to reduce the impacts to the Alamo River to less than significant. This comment has been noted, and mitigation measure BIO-5 was added to the Revised IS/MND which states the following:

BIO-5: LSA Agreement

If project activities occur in the Alamo River, CDFW will be notified for a Streambed Alteration Agreement (LSA) pursuant to Fish and Game Code section 1602.

Response to Comment 3-4: The comment begins by stating a passage from the draft

IS/MND describing the findings of a biological survey along the river bluff conducted by the City in June of 2016. The Department of Fish and Wildlife expressed their concern about the potential of special status species being on or near the project site since their determination of the biological survey timing and scope was deemed to be insufficient to detect all special status species on or near the project site. The commenter further states that the California Natural Diversity Database (CNDDDB) and data layers in the Biogeographic Information and Observation System (BIOS) indicate that federal Endangered Species Act-listed, CESA-listed, or other special-status species have been reported or have the potential to occur in the Project area that were not addressed in the draft IS/MND.

The commenter points out that recent surveys during the appropriate times of the year are needed to identify potential impacts to biological resources; inform appropriate avoidance, minimization, and mitigation measures; and determine whether impacts to biological resources have been mitigated to a level that is less than significant. One of the reasons for this determination is that special-status species may not be present during an individual survey and if migratory special-status species are present during other times of the year, they could be impacted by Project activities when timelines intersect.

The commenter ends the comment by recommending that the draft IS/MND be revised to include updated survey results following approved guidelines and protocols and provide an impact analysis. If the recommendation is not accepted by the City, the commenter recommends the inclusion of a new mitigation measure requiring a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected prior to the start of construction activities. This comment has been noted, and mitigation measure BIO-6 was added to the Revised IS/MND which states the following:

BIO-6: Biological Survey

Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and

should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).

Response to Comment 3-5: The comment begins by stating that the biological report prepared by the City in 2016 is outdated and evaluation of the environmental baseline should be reconducted using proper surveying guidance and protocols for all biological resources. An outdated biological survey may not account for all current species and habitats present on the project site which may lead to potentially significant impacts to special-status species and other biological resources. The comment continued by stating that the lack of identification of present biological resources and unmitigated project activities can significantly impact special-status species through but not limited to direct mortality, destruction of foraging habitat, and/or destruction of nesting habitat.

The commenter recommends that the City of Holtville conduct new, species-specific biological survey for special-status species and sensitive natural communities near the project site following CDFW and USFWS guidelines and protocols. The Revised IS/MND should reflect the survey results of all special-status species and sensitive natural communities in the vicinity of the project site and note the presence and absence of species and sensitive natural communities. This comment has been noted, and mitigation measure BIO-6 which requires a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected prior to the start of construction activities was added to the Revised IS/MND. Refer to Response to Comment 3-4 for additional information.

Response to Comment 3-6: The comment begins by stating that the biological report prepared by the City in 2016 identified cliff swallows (*Petrochelidon pyrrhonota*) near the project site, but the draft IS/MND does not described potential impacts nor mitigation to reduce any potential impact for these species. The comment continues by stating that removal of the sections of the Alamo River trestle bridge can result in harm to or take of the species and/or destruction of nests. Removal and replacement of the existing Alamo River trestle bridge could also

cause disturbance to cliff swallow nesting areas which can lead to nest abandonment and loss of fecundity. The comment then provides legislating information prohibiting the taking, possession, or needless destruction of the nest or eggs of any bird, except as otherwise provided by the Fish and Game Code or any regulation made pursuant thereto.

The commenter recommends the inclusion of a mitigation measure in the Revised IS/MND if cliff swallow (*Petrochelidon pyrrhonota*) presence identified in the project area by updated biological surveys. This comment has been noted, and mitigation measure BIO-7 was added to the Revised IS/MND which states the following:

BIO-7: Swallow Nesting

Construction shall either occur outside of the swallow nesting period (generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian Biologist which could include methods to deter swallow nesting.

Response to Comment 3-7: The comment begins by stating the Department of Fish and Wildlife's concern that the draft IS/MND does not sufficiently identify and evaluate potential Project impacts to bat species or ensure that impacts are reduced to a level less than significant. The comment further states that there is the potential for multiple bat species on or near the project site and could also potentially night roost within the Alamo River trestle bridge. Another concern is the potential for multiple bat species to roost in cliff swallow mud-nests as well as the interstitial crevices between nests or between the nest and the structure, which are potentially present on the Alamo River trestle bridge. Disturbance of bat roosting habitats on the Alamo River trestle bridge due to removal of damaged bridge parts can potentially impact species of bats by direct mortality, roosting disturbances, and breeding disturbances. The comment then provides legislating information stating that the take (hunt, pursue, catch, capture, or kill, or attempt to do so; Fish & G. Code §86) of nongame mammals is prohibited by Fish and Game Code §4150.

The commenter reiterates the recommendation that a Revised IS/MND include the survey results of whether cliff swallow nests occur on the bridge and also include an analysis of the potential impacts to bats that may use these nests for roosting. The commenter further recommends the addition of a mitigation measure requiring the City of Holtville to retain a qualified bat biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the

proposed Project. This comment has been noted. Mitigation measure BIO-6 requires a complete biological survey prior to construction and has already been incorporated to the Revised IS/MND (Refer to Response to Comment 3-4 for additional information). Mitigation measure BIO-8 was also added to the Revised IS/MND which states the following:

BIO-8: Bat Species

Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area. The following actions will also be conducted as needed:

- If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.
- If active maternity roosts are identified in the work area or 500 feet

extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.

- If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare
- If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area. A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent

techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.

Response to Comment 3-8: The comment begins by stating the Department of Fish and Wildlife's concern that the Draft IS/MND does not sufficiently identify potential Project impacts to Yuma Ridgway's rail (*Rallus obsoletus yumanensis*), a CESA-listed threatened species, and fully protected species, or ensure that impacts are reduced to a level less than significant. The comment continues by stating that the project may result in adverse impacts to this CESA-listed and state fully protected species due to habitat modification, loss of foraging habitat, and/or interruption of migratory and breeding behaviors through the removal of vegetation, damaged portions of the Alamo River trestle bridge, and noise during project activities. The comment then provides legislating information which prohibits the take (under Fish & G. Code, § 86, "take" means to hunt, pursue, catch, capture, or kill, or to attempt to hunt, pursue, catch, capture, or kill) of any endangered, threatened, or candidate species that results from a proposed project, except as authorized by state law (Fish & G. Code, §§ 2080, 2085).

The commenter then reiterates that the 2016 biological report prepared by the City is out of date, and recommends that protocol-level surveys be conducted to determine the presence or absence of Yuma Ridgway's rail on the Project site and a 500-foot buffer. The commenter further recommends that the City of Holtville include in the analysis how appropriate avoidance measures will reduce direct and indirect impacts to species to a level less than significant. Project activities described in the Draft IS/MND should generally be designed to completely avoid any fully protected species that have the potential to be present within or adjacent to the Project area. The comment concluded by recommending a mitigation measure requiring a licensed biologist to perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the project prior to the start of construction activities. This comment has been noted, and mitigation measure BIO-9 was added to the Revised IS/MND which states the following:

BIO-9: Yuma Ridgway Rail Survey

Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project

Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak breeding season (generally February 15 to September 30). CDFW shall be notified in writing of the detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.

Response to Comment 3-9: The comment begins by stating the Department of Fish and Wildlife's concern that the project site potentially contains suitable habitat for western burrowing owl, a CESA-listed candidate species and that the Draft IS/MND does not analyze or identify potential impact nor propose mitigation for any potential loss of nesting burrows, satellite burrows, foraging habitat, dispersal and migration habitat, wintering habitat, and habitat linkages, including habitat supporting prey and host burrowers, and other essential habitat attributes. The comment continues by stating that western burrowing owls are dependent on burrows at all times of the year for survival and/or reproduction, evicting them from nesting, roosting, and satellite burrows may lead to indirect impacts or take. Loss of access to burrows will likely result in varying levels of increased stress on western burrowing owls and could depress reproduction, increase predation, increase energetic costs, and introduce risks posed by having to find and compete for available burrows. As written, the Draft IS/MND only requires replacement of burrows determined to be occupied at the time of preconstruction surveys and does not analyze temporal consideration of species occupancy and their use of the surrounding landscape for survival. The comment then provides legislating information which lists the western burrowing owl as a candidate species and is granted full protection of a threatened or endangered species under CESA.

The commenter then recommends that the City of Holtville perform breeding and non-breeding surveys per the guidance of the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), assess the impact, and create a mitigation measure to include avoidance, minimization, and mitigation for burrowing owls identified on-site, and these same measures be applied to any individuals found during take avoidance surveys as conditions by the proposed mitigation measure. The commenter further recommends the guidance of mitigating impacts to burrowing owls in the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012) be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat

acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals. This comment has been noted, and mitigation measure BIO-10 was added to the Revised IS/MND which states the following:

BIO-10: Burrowing Owl Breeding and Non-breeding Surveys

The City of Holtville shall perform breeding and non-breeding surveys per the guidance of the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), assess the impact, and create mitigation measures to include avoidance, minimization, and mitigation for any burrowing owls identified on-site, and these same measures be applied to any individuals found during any take avoidance surveys. The guidance of mitigating impacts to burrowing owls in the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012) shall be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals.

Response to Comment 3-10: The comment begins by stating that the Draft IS/MND provides no avoidance, minimization, or mitigation measures for the potential impacts to arrow-weed thickets. Arrow weed thickets are listed on the CDFW Vegetation Classification and Mapping Program's (VegCAMP) Sensitive Natural Communities Only by Life Form list (CDFW, June 2023) as a S3 state rarity ranking. Natural Communities with ranks of S1-S3 are considered Sensitive Natural Communities to be addressed in the environmental review process of CEQA.

The commenter then recommends that the City of Holtville includes a mitigation measure requiring the City to avoid impacts to arrow-weed thickets or restore the habitat to pre-project conditions if avoidance is unfeasible. This comment has been noted, and mitigation measure BIO-11 was added to the Revised IS/MND which states the following:

BIO-11: Arrow-weed Thickets

To the greatest extent practicable, all project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.

Response to Comment 3-11: The comment begins by stating that the project activities may result in the degradation and permanent loss of nesting bird habitats and may also result in direct mortality and/or injury to nesting birds and take of their nests onsite through trimming/removing vegetation along the Alamo River Walking Trail. Direct take may result from vehicle and equipment strikes and from predators attracted to the construction site. Indirect take may result from displacement, reduction of habitat and habitat quality, and from impacted foraging and nesting habitat. Additionally, construction during the breeding season of nesting birds could potentially result in the incidental loss of breeding success or otherwise lead to nest abandonment. Noise from road use, generators, and heavy equipment may disrupt nesting bird mating calls or songs, which could impact reproductive success. The comment then provides legislative information such as Fish and Game Code section 3503 which makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto.

The commenter then recommends that the City of Holtville make changes to mitigation measure BIO-1 to prevent or reduce impacts to nesting birds. This comment has been noted, and mitigation measure BIO-1 was modified as follows:

BIO-1: Nesting Bird Survey

~~If construction is planned between the dates of February 15 through September 1, a nesting bird survey prior to construction is required to prevent violation of the Migratory Bird Treaty Act. Within seven (7) days prior to commencement of grading/construction activities, a qualified biologist shall perform a preconstruction survey within 500 feet of the proposed work limits. If active avian nest(s) are discovered within or 500 feet from the work limits, a buffer shall be delineated around the active nest(s) measuring 300 feet. A qualified biologist shall monitor the nest(s) weekly after commencement of construction to ensure that nesting behavior is not adversely affected by such activities.~~

- a. To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.
- b. If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.

Response to Comment 3-12: The comment begins by stating that the Draft IS/MND does not include an assessment of impacts to biological resources resulting from construction noise nor mitigation measures to avoid or reduce impacts to a level less than significant. Noise from Project activities can impact many species by disrupting breeding cycles and foraging opportunities. These impacts can greatly reduce the fecundity of species. Construction may result in substantial noise through road use, equipment, and other Project-related activities.

Because of the potential for construction noise to negatively impact wildlife, the commenter recommends the inclusion of a mitigation measure restricting construction noise generated by the project in the Revised IS/MND to replace the portions of MM BIO-3 regarding construction noise. This comment has been noted, and mitigation measure BIO-3 was replaced as follows:

BIO-3: Noise Mitigation Program

~~If the qualified biologist determines that nesting behavior is adversely affected by grading/construction activities, then a noise mitigation program shall be implemented in consultation with the California Department of Fish and Wildlife (CDFW), to allow such activities to proceed. Once the young have fledged and left the nest(s), then construction activities may proceed within 300 feet of the fledged nest(s)~~

During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.

Response to Comment 3-13: The comment begins by stating that the Draft IS/MND does not analyze impacts to biological resources from artificial nighttime lighting and includes no mitigation measures to avoid or reduce impacts to biological resources to a level less than significant. Designs for lighting to be used during operation of the project should be included in a Revised IS/MND, along with details of artificial nighttime lighting to be used during construction. The direct and indirect impacts of artificial nighttime lighting on biological resources including migratory birds that fly at night, bats, and other nocturnal and crepuscular wildlife should be analyzed, and appropriate avoidance and minimization measures to reduce impacts to less than significant should be included in a Revised IS/MND. Artificial light can also impact special-status species by disrupting circadian rhythms, interfering with foraging and protection from predators, causing confusion with migration patterns.

Because of the potential for artificial nighttime lighting to negatively impact wildlife, CDFW recommends that a Revised IS/MND include a light impact assessment and an analysis of impacts to biological resources accompanied by specific avoidance and minimization measures to ensure that impacts to wildlife are avoided or reduced to less than significant. This comment has been noted, and mitigation measure BIO-12 was added which states the following:

BIO-12: Nighttime Lighting

During Project construction and operations over the lifetime of the Project, the

City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <https://darksky.org/>). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.

Response to Comment 3-14: The comment begins by stating that the project has the potential to result in permanent and temporary loss, degradation, and impacts to western burrowing owl habitat. The project may result in the take of western burrowing owl, a CESA candidate species, during construction of the project and life of the project. The Draft IS/MND describes that no burrows were located on-site, and no sign of burrowing owl were observed, however since the time of surveying, western burrowing owl could have potentially inhabited the site. If western burrowing owl has inhabited the site the potential for the collapsing of burrows, entombment, displacement, direct take associated with vehicle and equipment strike, indirect take associated with project operations such as attracting predators, reduction of habitat and habitat quality could occur. The comment then provides legislative information supporting CDFW's findings that the take of burrowing owl and the loss of the species' habitat as a significant impact unless mitigation to a level less than significant is included.

The commenter then recommends that the City of Holtville make changes to mitigation measure BIO-4 to avoid impacts to CESA candidate species and the inclusion of mitigation measure BIO-13 to include avoidance, minimization or mitigation measures. This comment has been noted, and mitigation measure BIO-4 was updated, and mitigation measure BIO-13 was added as follows:

BIO-4: Burrowing Owl

~~Although there were no sensitive species identified by the study, and more specifically, no burrowing owls, the following mitigation measures shall be shown on building plans as details, notes or as otherwise appropriate in the event that burrowing owls are identified during the pre-construction survey: Western Burrowing Owl. If complete avoidance cannot be achieved an CESA Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior~~

to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW.

- a. ~~In the event that an active burrow is found, the active burrow that is in the zone of construction should be passively relocated, following guidelines found within California Department of Fish and Game (CDFG) guidelines with consultation with CDFG Bermuda Dunes office. Prior to relocation, two artificial burrows per active burrow to be closed will be installed in the vicinity of the trail Alamo River. Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.~~
- b. ~~Burrowing owl worker training should be given to construction workers prior to the start of work by a qualified biologist, which would include the following information: To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.~~

- ~~Distribution~~

- ~~General behavior and ecology~~
 - ~~Sensitivity to human activities~~
 - ~~Legal protection~~
 - ~~Penalties for violations of State or Federal laws~~
 - ~~Reporting requirements~~
 - ~~Project protective mitigation measures~~
 - A wallet card will be given to each worker
- c. During take avoidance surveys the Project proponent shall have a Qualified Biologist(s), pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of burrowing owl activity prior to any site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If it is evident that the burrows are actively being used, the Project proponent shall follow the guidelines in the CDFW approved Burrowing Owl Plan and Conditions of Approval within the CESA ITP. If no Plan has been approved or CESA ITP obtained, the Project proponent shall not commence activities until owls have been confirmed absent and the burrows are no longer in use by adult or juvenile owls or until a Burrowing Owl Plan has been submitted and approved, and a CESA ITP obtained.

BIO-13: Education Program

A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking

workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.

Response to Comment 3-15: The comment provides instructions and website links for submitting CEQA documents and project surveys to the state for review. Additional information on CDFW environmental submittals and filing fees is also provided. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Response to Comment 3-16: The comment provides closing remarks and contact information to send any questions regarding the review letter. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Response to Comment 3-17: The comment provides references for the information cited throughout the comment letter. The comment does not address the adequacy of the environmental analysis; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

Response to Comment 3-18: The comment provides a table with the mitigation measures CDFW recommend be added or modified in the Revised IS/MND. A response for each comment and mitigation measure has already been addressed in prior responses; therefore, no changes to the Revised IS/MND in response to this comment are necessary.

3.0 Errata and Changes to the Draft IS/MND

3.1 Revisions

Minor editorial revisions were made in the Draft IS/MND in the following sections:

- Cover Page (Page 1)
- Project Description (Page 2)
- Environmental Factors Potentially Affected (Page 6)
- Section III. Air Quality (Page 12)
- Section VII. Geology and Soils (Pages 28 – 31)
- Section XXI. Mandatory Findings of Significance (Pages 49)
- Appendix A (Added)

Revisions to the Draft IS/MND based on the California Department of Transportation comment letter (Letter 1) received:

- **Revisions associated with comments 1-2 and 1-3:** Section XVII. Transportation and Traffic Impacts and Discussion on page 42 of the Revised MND was revised to include the addition of text as follows:

“a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? - No Impact - The proposed project will not conflict with any circulation program, plan, ordinance, or policy. Rather than conflict, the project furthers program number 6 of the Circulation Element of the 2017 General Plan which consists of developing a pedestrian and bicycle network with the goal of connecting public, residential, and business areas within the City of Holtville. Furthermore, the proposed project will not cause the traffic impact threshold guidelines established by the State or City of Holtville to be exceeded. Therefore, the project will have no impact. While the project is expected to have no impact, the following mitigation measures are being implemented to account for any vehicle or combination of vehicles of a size or weight exceeding the maximum limitations from the California Vehicle Code operating or moving through State Route 115 during the project's construction phase.

Mitigation Measures:

TRANSP-1: Department of Transportation Hauling/Traffic Permit

Prior to the start of any construction activities, the City shall acquire a permit from the Department of Transportation to operate or move a vehicle or combination of vehicles or special mobile equipment, of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code, on State Route 115 or any other facility under the jurisdiction of the Department of Transportation.

Timing/Implementation: Prior to Construction/City of Holtville

Enforcement/Monitoring: City of Holtville

TRANSP-2: Department of Transportation Encroachment Permit

Should any work within the Department of Transportation Right-of-Way be required for the project, the City shall acquire an encroachment permit from the Department of Transportation prior to the start of construction activities within their Right-of-Way.

Timing/Implementation: Prior to Construction/City of Holtville

Enforcement/Monitoring: City of Holtville

TRANSP-3: Perpetuation of Monuments

Per Business and Profession Code 8771, perpetuation of survey monuments shall be carried out by a licensed land surveyor should any existing monuments be destroyed by construction activities related to the project.

Timing/Implementation: Prior to Construction/Contractor

Enforcement/Monitoring: City of Holtville”

- **Revisions associated with comment 2-4:** Section III. Air Quality on page 12 of the Revised IS/MND was revised to include the addition of text as follows:

“The project site is located within the Salton Sea Air Basin. The Imperial County Air Pollution Control District (ICAPCD) is responsible for ensuring that all State and Federal ambient air quality standards are achieved and maintained within the County of Imperial. The County of Imperial is designated as a “non-attainment” area with respect to Federal Standards for both particulate matter (PM10) and ozone (smog). Rural single-family homes are within a quarter mile of the project site and immediate vicinity which are considered sensitive receptors. Grading and construction activities of the proposed project may generate significant amounts of dust (PM 10). It is estimated that construction will take approximately two (2) months to complete. Mitigation measures will need to be incorporated to lessen impacts from dust, in accordance with ICAPCD regulations. Additionally, the project will comply with all ICAPCD rules and regulations.”

- **Revisions associated with comments 3-3 and 3-14:** Section IV. Biological Resources pages 15 – 22 of the Revised IS/MND was revised to include the addition of text as follows:

“A formal biological survey was conducted in June of 2016 for the City of Holtville Alamo River Wetlands Walking Trail project which stretches approximately 1.3 miles from Earl Walker Park, 500 feet south of the project site, to the City of Holtville Wetlands north of the project site. While the survey spans the length of the proposed Alamo River Walking trail, the trestle bridge project is well within the biological surveys scope given that the trestle bridge and portions of the trail to be improved are part of the overall Alamo River Trail project. The 2016 biological survey concluded by stating that no riparian habitats nor any endangered, threatened, or species of concern would be affected (See **Appendix A - Biological Report**).

Nonetheless, the age of the survey coupled with potential disturbance from construction activities within this area may potentially impact the biological resources in the area thus requiring mitigation measures to reduce the impact to less than significant. ~~is still a possibility and recommended mitigation measures will be in place.~~

Biological Resources Impact Discussion:

- 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 Game or U.S. Fish and Wildlife Service? - Potentially Significant Unless Mitigation is Incorporated** - The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. The 2016 biological survey determined that no endangered, threatened, or species of concern would be affected by the Alamo River Trail project which encompasses the proposed trestle bridge repairs and trail improvements. The survey further focused on searching for signs of Burrowing Owl (BUOW) activity but made no such findings and determined that the habitat is not favorable to burrowing and that the burrowing owl would not be expected in the trail area which includes the project site. While the survey did not identify any impact on endangered, threatened, or species of concern, the survey's age is a concern since it does not fully account for the current conditions of the project site and the single survey may not address all potential impacts to biological resources in the area. Therefore, the City of Holtville will still implement the following measures as recommended by the California Department of Fish and Wildlife (CDFW): the survey

Mitigation Measures

BIO-1: Nesting Bird Survey

~~If construction is planned between the dates of February 15 through September 1, a nesting bird survey prior to construction is required to prevent violation of the Migratory Bird Treaty Act. Within seven (7) days prior to commencement of grading/construction activities, a qualified biologist shall perform a preconstruction survey within 500 feet of the proposed work limits.~~

- a) To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.
- b) If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.

Timing/Implementation: Prior to Construction/Licensed Biologist Contractor

Enforcement/Monitoring: City of Holtville

BIO-2: Buffers

If active avian nest(s) are discovered within or 500 feet from the work limits, a buffer shall be delineated around the active nest(s) measuring 300 feet. A qualified biologist shall monitor the nest(s) weekly after commencement of construction to ensure that nesting behavior is not adversely affected by such activities.

Timing/Implementation: Prior to and during Construction/Contractor Licensed Biologist and Contractor

Enforcement/Monitoring: City of Holtville

BIO-3: Noise Mitigation Program

If the qualified biologist determines that nesting behavior is adversely affected by grading/construction activities, then a noise mitigation program shall be implemented in consultation with the California Department of Fish and Wildlife (CDFW), to allow such activities to proceed. Once the young have fledged and left the nest(s), then construction activities may proceed within 300 feet of the fledged nest(s). During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.

Timing/Implementation: Prior to During Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-4: Burrowing Owl

Although there were no sensitive species identified by the study, and more specifically, no burrowing owls, the following mitigation measures shall be shown on building plans as details, notes or as otherwise appropriate in the event that burrowing owls are identified during the pre construction survey: Western Burrowing Owl. If complete avoidance cannot be achieved an CESA Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW.

- a) ~~In the event that an active burrow is found, the active burrow that is in the zone of construction should be passively relocated, following guidelines found within California Department of Fish and Game (CDFG) guidelines with consultation with CDFG Bermuda Dunes office. Prior to relocation, two artificial burrows per active burrow to be closed will be installed in the vicinity of the trail Alamo River. Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.~~
- b) ~~Burrowing owl worker training should be given to construction workers prior to the start of work by a qualified biologist, which would include the following information: To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.~~
- ~~Distribution~~
 - ~~General behavior and ecology~~
 - ~~Sensitivity to human activities~~
 - ~~Legal protection~~
 - ~~Penalties for violation of State or Federal Laws~~

- Reporting requirements
- Project protective mitigation measures
- A wallet card will be given to each worker

Timing/Implementation: Prior to Construction/City of Holtville, Qualified Biologist, CDFW, and Contractor

BIO-5: LSA Agreement

If project activities occur in the Alamo River, CDFW will be notified for a Streambed Alteration Agreement (LSA) pursuant to Fish and Game Code section 1602.

Timing/Implementation: Prior to Construction/City of Holtville and CDFW

Enforcement/Monitoring: City of Holtville

BIO-6: Biological Survey

Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-7: Swallow Nesting

Construction shall either occur outside of the swallow nesting period

(generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian Biologist which could include methods to deter swallow nesting.

Timing/Implementation: Prior to and during Construction/City of Holtville and CDFW

Enforcement/Monitoring: City of Holtville

BIO-8: Bat Species

Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area. The following actions will also be conducted as needed:

- If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and

minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.

- If active maternity roosts are identified in the work area or 500 feet extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.
- If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area. A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-9: Yuma Ridgway Rail Survey

Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak breeding season (generally February 15 to September 30). CDFW shall be notified in writing of the detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-10: Burrowing Owl Breeding and Non-breeding Surveys

The City of Holtville shall perform breeding and non-breeding surveys per the guidance of the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012), assess the impact, and create mitigation measures to include avoidance, minimization, and mitigation for any burrowing owls identified on-site, and these same measures be applied to any individuals found during any take avoidance surveys. The guidance of mitigating impacts to burrowing owls in the *Staff Report on Burrowing Owl Mitigation* (CDFG, 2012) shall be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

BIO-11: Arrow-weed Thickets

To the greatest extent practicable, all project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.

Timing/Implementation: Prior to and during Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-12: Nighttime Lighting

During Project construction and operations over the lifetime of the Project, the City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at <https://darksky.org/>). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.

Timing/Implementation: Prior to and during Construction/Contractor

Enforcement/Monitoring: City of Holtville

BIO-13: Education Program

A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in

the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.

Timing/Implementation: Prior to Construction/Licensed Biologist

Enforcement/Monitoring: City of Holtville

- 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 Game or U.S. Fish and Wildlife Service? - Potentially Significant Unless Mitigation Measures are Incorporation -**

Sensitive habitats are those that are designated either rare within the region by governmental agencies or known to support sensitive animal or plant species and/or they serve as "corridors" for wildlife within the region. The vegetation community along the Alamo Riverbanks mainly consists of weedy plants such as salt cedar, fragmites and arrowweed. The proposed project consists of the replacement of the damaged structural components of the trestle bridge, the installation of a new pedestrian walkway on the top deck of the bridge, and improvements to the existing Alamo River Trail. While the project is not proposing to remove any existing vegetation, the City will strive to avoid and minimize impacts to the vegetation to the greatest extent possible. Furthermore, the 2016 biological survey concluded that no riparian habitats nor any endangered, threatened, or species of concern would be affected by the Alamo River Trail project which encompasses the proposed project area. While the survey did not identify any impact to riparian habitats or other sensitive natural communities, the City of Holtville will still implement the following mitigation measures as recommended by CDFW the survey.

Mitigation Measures

Implement Mitigation measure BIO-1: Nesting Bird Survey

Implement Mitigation measure BIO-2: Buffers

Implement Mitigation measure BIO-3: Noise Mitigation Program

Implement Mitigation measure BIO-4: Burrowing Owl

Implement Mitigation measure BIO-5: Streambed Alteration Agreement

Implement Mitigation measure BIO-6: Biological Survey

Implement Mitigation measure BIO-7: Swallow Nesting

Implement Mitigation measure BIO-8: Bat Species

Implement Mitigation measure BIO-9: Yuma Ridgway Rail Survey

Implement Mitigation measure BIO-10: Burrowing Owl Breeding and Non-breeding Surveys

Implement Mitigation measure BIO-11: Arrow-weed Thickets

Implement Mitigation measure BIO-12: Nighttime Lighting

Implement Mitigation measure BIO-13: Education Program”

4.0 and Monitoring Reporting Program

4.1 Mitigation Monitoring and Reporting Requirements

Public Resources Code (PRC) Section 21081.6 mandates that the following requirements shall apply to all reporting or mitigation monitoring programs:

- The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a Responsible Agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the Lead Agency or a Responsible Agency, prepare and submit a proposed reporting or monitoring program.
- The Lead Agency shall specify the location and custodian of the documents or other material, which constitute the record of proceedings upon which its decision is based. A public agency shall provide measures to mitigate or avoid significant effects on the environment that are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or in the case of the adoption of a plan, policy, regulation, or other project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.
- Prior to the close of the public review period for a draft Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND), a Responsible Agency, or a public agency having jurisdiction over natural resources affected by the project, shall either submit to the Lead Agency complete and detailed performance objectives for mitigation measures which would address the significant effects on the environment identified by the Responsible Agency or agency having jurisdiction over natural resources affected by the project, or refer the Lead Agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a Lead Agency by a Responsible Agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures that mitigate impacts to resources, which are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance by a Responsible Agency or agency having jurisdiction over natural resources affected by a project with that requirement shall not limit that authority of the Responsible Agency or agency having jurisdiction over natural resources affected by a project, or the authority of the Lead Agency, to approve,

condition, or deny projects as provided by this division or any other provision of law.

4.2 Mitigation Monitoring and Reporting Procedures

The Mitigation Monitoring and Reporting Program (MMRP) has been prepared in compliance with PRC Section 21081.6. It describes the requirements and procedures to be followed by the City of Holtville Planning and Building Department to ensure that all mitigation measures or required project design features (PDF) adopted as part of the proposed project will be carried out as described in this Revised IS/MND. Table 2 lists each of the mitigation measures or project design features specified in this document and identifies the party or parties responsible for implementation and monitoring of each measure.

Table 2. Mitigation Monitoring and Reporting Program

Mitigation Measures	Enforcement	Timing/Implementation	Compliance Verification (Date and Signature Required)
1. AESTHETICS			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
2. AGRICULTURE AND FORESTRY RESOURCES			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
3. AIR QUALITY			
<p>AQ-1: Dust Control Plan: The contractor shall submit a Dust Control Plan identifying all sources of PM10 Emissions to ICAPCD for approval. Construction of the project site will be subject to the requirements of ICAPCD Rule 800, Fugitive Dust Requirement for control of fine particulate matter (PM10).</p> <ul style="list-style-type: none"> • <i>Inactive Construction Areas:</i> Apply non-toxic soil stabilizers, dust suppressants, tarps, or other suitable material to all inactive construction areas. Visible emissions shall be limited to 20% opacity for dust emissions. • <i>Active Site Area:</i> Water active site areas twice daily or as needed to comply with Regulation VIII. • <i>Storage Piles:</i> Control dust for material storage piles by either enclosing, covering 	City of Holtville	Prior to and during construction/Contractor	

<p>and watering twice daily or as needed to comply with Regulation VIII. Outdoor storage of fine particulate material is prohibited.</p> <ul style="list-style-type: none"> • <i>Hauling:</i> All trucks hauling dirt, sand, soil, or other loose materials shall be covered, unless six inches of freeboard space from the top of the container is maintained with no spillage. In addition, the cargo compartment of all haul trucks is to be cleaned or washed at the delivery site after removal of bulk material. • <i>Adjacent Roadways:</i> Pave permanent roads as quickly as possible to minimize dust. Install wheel washers where vehicles enter and exit unpaved roads onto paved roads or wash off trucks and any equipment leaving the project site. Sweep streets at the end of the day. • <i>Unpaved Roads and Parking/Staging Areas:</i> Apply water three times daily, dust suppress or chemically stabilize with non-toxic soils all unpaved roads and parking. Visible emissions shall be limited to 20% opacity. • <i>Speed Limit:</i> Traffic speeds on unpaved roads shall be limited to 5 miles per hour. • <i>Construction Roadways:</i> Pave construction roads that have a traffic volume of more than 50 daily trips. Access roads leading into the construction site shall be paved at least 25 feet from the main road. • <i>Disturbed Areas:</i> When active construction 			
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<p>ceases on the site, replace ground cover as quickly as possible.</p> <ul style="list-style-type: none"> • <i>Track Out or Carry Out.</i> Track out will be cleaned at the end of each workday or immediately when mud or dirt extends a cumulative distance of 50 linear feet or more onto a paved road within an urban area. 			
<p>AQ-2: Air Quality Measures: The Applicant shall ensure the following air quality measures are shown on applicable grading permits:</p> <p>a. Construction of the project site will be subject to the requirements of the Imperial County Air Pollution Control Standard Mitigation Measures for Construction Combustion Equipment:</p> <ul style="list-style-type: none"> • 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 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. • Replace fossil fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set). 	<p>City of Holtville</p>	<p>During Construction/Contractor</p>	

<ul style="list-style-type: none"> • Maintain all construction equipment in proper tune according to manufacturer's specifications; fuel off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generators sets, compressors, with ARB certified motor vehicle diesel fuel. <p>b. To provide a greater degree of reduction of PM10 emissions from construction combustion equipment per Air Pollution Control District recommendations, the project shall 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.</p> <p>c. The proposed project shall further implement activity management (e.g. rescheduling activities to reduce short-term impacts).</p>			
4. BIOLOGICAL RESOURCES			
<p>BIO-1: Nesting Bird Survey:</p> <p>a. To minimize avoid impacts to nesting birds in the Project Site, the Qualified Avian Biologist shall conduct pre-construction surveys of all potential raptor and passerine nesting habitat within the Project Site. The raptor survey shall focus on potential nest sites (i.e., utility poles and trees) within a 300-foot buffer around the Project site. These surveys shall be conducted no more than 14 days prior to</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

<p>ground-disturbing activities. The Qualified Avian Biologist must be able to determine the status and stage of nesting migratory birds and all locally breeding passerine and raptor species without causing intrusive disturbance.</p> <p>b. If active nests are found, within the Project area or within 500 feet of the Project area, the nest shall be flagged and mapped on the construction plans and a suitable buffer based on the species' sensitivity to disturbance, and as determined by the Qualified Avian Biologist shall be established around active nests, and no construction within the buffer shall be allowed until the Qualified Avian Biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest). Buffers may be reduced at the discretion of the Qualified Avian Biologist based on Project activity, line of sight, tolerance of individuals, and stage of the nest. The nest area shall be demarcated in the field with flagging and stakes or construction fencing. On-site construction monitoring shall be conducted when construction occurs in close proximity to an active nest buffer. The buffer shall remain in place until determined by the Qualified Avian Biologist that the nestlings have fledged, and the nest is no longer active. If an active nest is encountered during the Project construction, construction shall stop immediately until a Qualified Avian Biologist</p>			
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<p>can determine (1) the status of the nest, and (2) when work can proceed without risking violation to state or federal laws.</p>			
<p>BIO-2: Buffers: If active avian nest(s) are discovered within or 500 feet from the work limits, a buffer shall be delineated around the active nest(s) measuring 300 feet. A qualified biologist shall monitor the nest(s) weekly after commencement of construction to ensure that nesting behavior is not adversely affected by such activities.</p>	<p>City of Holtville</p>	<p>Prior to and during Construction/ Licensed Biologist and Contractor</p>	
<p>BIO-3: Noise Mitigation Program: During all Project construction, the City of Holtville shall restrict use of equipment to hours least likely to disrupt wildlife (e.g., not at night or in early morning) and restrict use of generators except for temporary use in emergencies. Power to sites can be provided by solar PV (photovoltaic) systems, cogeneration systems (natural gas generator), small micro-hydroelectric systems, or small wind turbine systems. The City of Holtville shall ensure the use of noise suppression devices such as mufflers or enclosures for generators. Sounds generated from any means must be below the 55-60 dB range within 50-feet from the source.</p>	<p>City of Holtville</p>	<p>During Construction/Contractor</p>	
<p>BIO-4: Burrowing Owl: Western Burrowing Owl. If complete avoidance cannot be achieved an CESA Incidental Take Permit (ITP) for western burrowing owl shall be obtained prior to initiation of ground disturbing activities. The Project proponent shall adhere to measures and conditions set forth within the ITP. Compensatory mitigation for direct impacts to the species shall be fulfilled at a minimum 1:1 ratio</p>	<p>City of Holtville</p>	<p>Prior to Construction/City of Holtville, Qualified Biologist, CDFW, and Contractor</p>	

through purchase of available western burrowing owl conservation bank credits suitable for CESA mitigation (if available), perpetual conservation and management of suitable and occupied western burrowing owl habitat of equal or better quality, or another method as reviewed and approved by CDFW.

- a. Burrowing Owl Avoidance. If burrowing owls are detected on-site, a Qualified Biologist, knowledgeable of burrowing owl habitat and behavior, shall establish a no-disturbance buffer following the guidelines within the 2012 Staff Report on Burrowing Owl Mitigation (or most recent version) around all burrowing owl burrows such as roosting and satellite burrows within the Project area and an appropriate buffer determined by the Qualified Biologist, with posted signs demarking the area to avoid, using stakes, flags, and/or rope or cord to minimize the disturbance of burrowing owl habitat. The Qualified Biologist shall delineate burrows with different materials than those used to delineate the Project area, and the materials shall not attract raptor perching. Project proponent shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.
- b. To ensure that the Project avoids impacts to burrowing owl, a Qualified Biologist shall complete a take avoidance survey no less than 14 days prior to initiating ground

<p>disturbance activities using the recommended methods described in the 2012 Staff Report. Burrowing owls may re-colonize a site after only a few days. Time lapses or a break in construction activities of 3 days will trigger subsequent take avoidance surveys including but not limited to a final survey conducted within 24 hours prior to ground disturbance.</p>			
<p>BIO-5: LSA Agreement: If project activities occur in the Alamo River, CDFW will be notified for a Streambed Alteration Agreement (LSA) pursuant to Fish and Game Code section 1602.</p>	<p>City of Holtville</p>	<p>Prior to Construction/City of Holtville and CDFW</p>	
<p>BIO-6: Biological Survey: Prior to Project construction activities, a complete and recent inventory of rare, threatened, endangered, and other sensitive species located within the Project footprint and within off-site areas with the potential to be affected, including California Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code §§ 3511, 4700, 5050, 5515), shall be completed. Species to be addressed should include all those which meet the CEQA definition of endangered, rare, or threatened (CEQA Guidelines § 15380). The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Species-specific surveys following protocols and guidelines, shall be completed by a Qualified Biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

<p>species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Appropriate avoidance, minimization, and mitigation measures shall be developed for present species in consultation with CDFW, which may include obtaining a CESA incidental take permit (ITP).</p>			
<p>BIO-7: Swallow Nesting: Construction shall either occur outside of the swallow nesting period (generally March 15 through August 31), or the City of Holtville shall submit to CDFW, for review and approval, a Nesting Bird Avoidance Plan, prepared by a Qualified Avian Biologist which could include methods to deter swallow nesting.</p>	<p>City of Holtville</p>	<p>Prior to and during Construction/City of Holtville and CDFW</p>	
<p>BIO-8: Bat Species: Prior to the start of Project activities, the City of Holtville shall retain a Qualified Bat Biologist to conduct a bat roosting habitat suitability assessment of the structures, trees, and vegetation that may be removed, altered, or indirectly impacted by the proposed Project. Within suitable bat roosting habitat, the Qualified Bat Biologist shall conduct surveys to determine presence of daytime, nighttime, wintering (hibernacula), and maternity roost sites. Two spring surveys (April through June) and two winter surveys (November through January) shall be performed by the Qualified Bat Biologist. Surveys shall be conducted during favorable weather conditions only. Surveys shall be conducted within one 24-hour period. Visual inspections shall focus on the identification of bat sign (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

marks and bats squeaking and chattering). Bat detectors, bat call analysis, and visual observation shall be used during all dusk emergence and pre-dawn re-entry surveys, and to determine if night roosting is occurring in the area. The following actions will also be conducted as needed:

- If bats are found using any trees or structures within the Project area, including the bridge and any cliff swallow nests on the bridge, the Qualified Bat Biologist shall identify the bats to the species level and evaluate the colony, if applicable, to determine its size and significance. The bat survey results shall include: 1) the exact location of all roosting sites (location shall be described and mapped); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present (including how the species was identified); 4) the location of all signs of bats (i.e., individuals, guano, urine staining, corpses, feeding remains, scratch marks, and bats squeaking and chattering)(described and mapped); 5) the type of roost: maternity roost, winter roost (hibernacula), and night roost (resting at night while out feeding) versus a day roost (resting all day) must also be clearly stated; and 6) proposed avoidance and minimization measures, including avoidance of bats in swallow nests. The results of the survey shall be submitted to CDFW for review prior to initiating Project activities.

<ul style="list-style-type: none">• If active maternity roosts are identified in the work area or 500 feet extending from the work area, Project construction within these areas shall only occur generally between October 1 and February 28, outside of the maternity roosting season when young bats are present but are not yet ready to fly out of the roost. Appropriate time to start Project construction to avoid impact shall be confirmed by a Qualified Bat Biologist. Maternity roosts shall not be evicted, excluded, removed, or disturbed.• If active hibernacula (winter roosts) are identified in the work area or 500 feet extending from the work area, a minimum 500-foot no-work buffer shall be provided around hibernacula. The buffer shall not be reduced. Project-related construction and activities shall not occur within 500 feet of or directly under or adjacent to hibernacula. Buffers shall be left in place until the end of Project construction and activities or until a Qualified Bat Biologist determines that the hibernacula are no longer active. Project-related construction and activities shall not occur between 30 minutes before sunset and 30 minutes after sunrise. Hibernacula roosts shall not be evicted, excluded, removed, or disturbed. If avoidance of a hibernacula is not feasible, the Qualified Bat Biologist will prepare a relocation plan to remove the hibernacula and provide for construction of an alternative bat roost outside of the work area.			
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<p>A bat roost relocation plan prepared by the Qualified Bat Biologist shall be submitted for CDFW review and approval prior to relocation and construction activities. The Qualified Bat Biologist will implement the relocation plan and new roost sites shall be in place before the commencement of any ground-disturbing activities that will occur within 500 feet of the hibernacula. New roost sites shall also be in place with sufficient timing prior to the initiation of Project-related activities to allow bat relocation, with the timing specified by the Qualified Bat Biologist with consideration of the species. Removal of roosts shall be guided by accepted exclusion and deterrent techniques developed by the Qualified Bat Biologist. The City shall compensate no less than 2:1 for permanent impacts to roosting habitat with replacement and permanent protection of roost habitat.</p>			
<p>BIO-9: Yuma Ridgway Rail Survey: Prior to the start of Project activities, a biologist who has a valid 10(a)(1)(A) Fish and Wildlife Service recovery permit and a CDFW CESA Memorandum of Understanding for Yuma Ridgway's rail shall perform presence/absence surveys according to the Yuma Ridgway Rail Survey Protocol for Project Evaluation within a 500-foot buffer of the Project. The survey requires 6 callback surveys between March 1 and May 15. If presence of Yuma Ridgway's rail is detected, Project activities that require the use of heavy equipment shall not take place during the species peak breeding season (generally February</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

<p>15 to September 30). CDFW shall be notified in writing of the detection of this species within three (3) days. If protocol surveys indicate this species is not present within the 500-foot buffer, Project activities may proceed subject to the other provisions of federal and state law. The results of the protocol surveys shall be provided to CDFW prior to commencement of Project activities.</p>			
<p>BIO-10: Burrowing Owl Breeding and Non-breeding Surveys: The City of Holtville shall perform breeding and non-breeding surveys per the guidance of the <i>Staff Report on Burrowing Owl Mitigation</i> (CDFG, 2012), assess the impact, and create mitigation measures to include avoidance, minimization, and mitigation for any burrowing owls identified on-site, and these same measures be applied to any individuals found during any take avoidance surveys. The guidance of mitigating impacts to burrowing owls in the <i>Staff Report on Burrowing Owl Mitigation</i> (CDFG, 2012) shall be followed, including (a) permanent impacts to nesting, occupied and satellite burrows and/or burrowing owl habitat such that the habitat acreage, number of burrows and burrowing owls impacted are replaced with permanent conservation of similar vegetation communities (grassland, scrublands, desert, urban, and agriculture) to provide for burrowing owl nesting, foraging, wintering, and dispersal (i.e., during breeding and non-breeding seasons) comparable to or better than that of the impact area, and (b) sufficiently large acreage, and presence of fossorial mammals.</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

<p>BIO-11: Arrow-weed Thickets: To the greatest extent practicable, all project plans shall avoid impacts to arrow-weed thickets. If arrow-weed thickets cannot be avoided, the City of Holtville shall restore the habitat to pre-project conditions, or compensatory mitigation for direct and permanent impacts consisting of habitat acquisition at a minimum of a 2:1 ratio. Habitat acquisition sites shall be biologically equal or superior to existing conditions and shall be conserved and managed in perpetuity.</p>	<p>City of Holtville</p>	<p>Prior to and during Construction/Contractor</p>	
<p>BIO-12: Nighttime Lighting: During Project construction and operations over the lifetime of the Project, the City of Holtville shall eliminate all nonessential lighting throughout the Project area and avoid the use of artificial light at night during the hours of dawn and dusk when many wildlife species are most active. The City of Holtville shall ensure that all lighting for the Project is fully shielded, cast downward and away from surrounding open-space areas, reduced in intensity to the greatest extent, and does not result in lighting trespass including glare into surrounding areas or upward into the night sky (see the International Dark-Sky Association standards at https://darksky.org/). The City of Holtville shall ensure use of LED lighting with a correlated color temperature of 3,000 Kelvins or less, proper disposal of hazardous waste, and recycling of lighting that contains toxic compounds with a qualified recycler.</p>	<p>City of Holtville</p>	<p>Prior to and during Construction/Contractor</p>	
<p>BIO-13: Education Program: A Qualified Biologist shall conduct an education program for all persons employed or otherwise working on the Project site</p>	<p>City of Holtville</p>	<p>Prior to Construction/Licensed Biologist</p>	

<p>prior to performing any work on-site (Workers Environmental Awareness Program; WEAP). The WEAP shall consist of a presentation that includes a discussion of the biology of the habitats and species that may be present at the site. The WEAP shall also include information on the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and mitigation measures. The WEAP shall include, but not be limited to: (1) best practices for managing waste and reducing activities that can lead to increased occurrences of opportunistic species and the impacts these species can have on wildlife in the area and (2) protected species that have the potential to occur on the Project site. Interpretation shall be provided for any non-English speaking workers, and the same instruction shall be provided for any individual prior to their performing any work onsite.</p>			
5. CULTURAL RESOURCES			
<p>CR-1: Inventory of Existing Conditions: Prior to the repair or rehabilitation of the bridge, it is recommended that an inventory be conducted to determine the age of the current existing materials. Specifically, the different elements of the bridge should be inspected to determine if they are original to the bridge or if they were modified/added at a later date. If individual members were replaced in-kind as part of the maintenance of the bridge over time, these do not need to be removed. Only materials that altered the original design or appearance of the bridge should be removed; however, replacement members should be noted in the inventory for</p>	<p>City of Holtville</p>	<p>Prior to Construction/Contractor</p>	

documentation purposes.			
CR-2: Historic American Engineering Record: Prior to the repair or rehabilitation of the bridge, it is recommended that the current condition of the bridge be documented through HAER-like documentation. The inventory of existing conditions conducted prior to this task should be used to help describe any modifications that have been made to the bridge and identify the remaining original portions. The HAER-like report should include a written presentation describing the physical entity and any appropriate engineering or architectural elements deemed important to the historical record. The report should provide a history of the bridge and its association with the development of the cities of El Centro and Holtville. The HAER-like process includes gathering historic photographs and any available engineering drawings, plans, and elevations. The formal recordation of the current configuration of the bridge includes digital photographs keyed to an engineering map of the bridge and a site plan to show the location of each photograph. All information and photographs generated by the HAER-like program should be incorporated into a report and attachments prepared for submittal to the City of Holtville and any designated curation centers.	City of Holtville	Prior to Construction/Contractor	
CR-3: Removal of Non-Historic Materials: All materials added to the bridge after its 1904 completion that altered its original appearance should be removed if feasible. This includes the steel truss that was added in place of the original trestle	City of Holtville	During Construction/Contractor	

and the metal deck plates added to either side of the railroad tracks. Any additional modern materials identified during the inventory of the bridge, or due to their absence in historic photographs or drawings, should also be removed.			
CR-4: Inspection of Existing Materials for Decay and Treatment: The historic materials remaining after modern elements have been removed should be inspected for decay.	City of Holtville	After Construction/Contractor	
CR-5: Repair and Replacement of Decayed or Damaged Materials: All original bridge members or materials that are rejected due to decay or damage should be repaired or replaced in-kind with historically accurate materials to retain the bridge's original historic character. Historic photographs and drawings found during historical research should be used as guidance for the repair and in-kind replacement of decayed or damaged materials. Any materials to be added to the historic bridge to facilitate the pedestrian use of the river crossing as part of the trail project shall match, to the extent possible, the appearance of the original materials. The existing track should remain but could be bordered by wood planks of sufficient height to allow a level pedestrian passage across the bridge. Finally, a plaque or historical marker should be placed at the entrance to the bridge that provides a description of the bridge's history, providing any historic images that reflect the history of the rail line in the growth of the area.	City of Holtville	During Construction/Contractor	
CR-6: Project Design: Design and construction of the Pete Mellinger Alamo River Trail and modifications	City of	Prior to	

to the historical railroad bridge must be precisely delineated to avoid any identified historic sites.	Holtville	Construction/Contractor	
CR-7: Cultural Materials: The design/construction plans shall further incorporate language that stipulates that if buried cultural materials are encountered during construction, work in that area must halt until a qualified archaeologist can evaluate the nature and significance of the finding.	City of Holtville	Prior to Construction/Contractor	
CR-8: Evaluation Program: If design of the trail is unable to avoid the historic sites beyond 50 feet of their original delineation, a cultural/historic evaluation program to assess potential impacts associated with the proposed project shall be prepared prior to any construction activities and an amendment to this Revised IS/MND shall be prepared and recirculated if further mitigation measures are warranted.	City of Holtville	Prior to Construction/Contractor	
CR-9: Archeologist: An archaeologist shall be present should excavation be proposed at depths greater than five feet.	City of Holtville	Prior to and during Construction/Contractor	
CR-10: Discovery of Human Remains: If evidence of human remains is discovered, construction activities within 200 feet of the discovery shall be halted or diverted and the Imperial County Coroner shall be notified (Section 7050.5 of the Health and Safety Code). If the Coroner determines that the remains are Native American, the Coroner will notify the NAHC which will designate a Most Likely Descendant (MLD) for the project (Section 5097.98 of the Public Resources Code). The designated MLD will be given 48 hours from the time access to the	NAHC, Imperial County Coroner, and Imperial County Department of Planning and Development Services.	During construction	

property is granted to make recommendations concerning treatment of the remains (AB 2641). If the landowner does not agree with recommendations of MLD, the NAHC can mediate (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement; or recording a document with the county in which the property is located (AB 2641).			
6. ENERGY			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
7. GEOLOGY AND SOILS			
GEO-1: A site-specific geotechnical investigation shall be prepared on an as needed basis for the project and said geotechnical report shall be implemented and shown on applicable grading and building plans as details, notes or as otherwise appropriate.	City of Holtville	Prior to Construction/Contractor	
GEO-2: State Building Code: The proposed project is located near active faults; therefore, the proposed bridge repairs and improvements shall be made in accordance with the California State Building Code (Title 24 of the California Administrative Code), which contains specifications to minimize adverse effects due to ground shaking from earthquakes and liquefaction.	City of Holtville	Prior to Construction/Contractor	
GEO-3: State Water Resources Control Board Permit: The Contractor shall comply with the	City of Holtville	Prior to Construction/Contractor	

regulatory requirements of the State Water Resources Control Board's (SWRCB) Order No. 2009-0009 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Runoff Associated with Construction Activity, copies of which are available on SWRCB website at http://www.swrcb.ca.gov/stormwtr/construction.html .			
GEO-4: Storm Water Pollution Prevention Plan: The City, or its authorized representative, shall require the preparation of a Storm Water Pollution Prevention Plan by a qualified preparer and shall coordinate the Notice of Intent and appropriate annual fees to the State Water Resources Control Board.	City of Holtville	Prior to Construction/Contractor	
GEO-5: Storm Water Pollution Prevention Plan Practitioner: The Contractor shall be responsible for implementation of the SWPPP and shall have a qualified SWPPP Practitioner (QSP) available on site and be responsible for implementation of all Best Management Practices.	City of Holtville	Prior to Construction/Contractor	
8. GREENHOUSE GAS EMISSIONS			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
9. HAZARDS AND HAZARDOUS MATERIALS			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
10. HYDROLOGY AND WATER QUALITY			
The proposed project would not result in significant			

adverse impacts related to aesthetics. No mitigation would be required.			
11. LAND USE AND PLANNING			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
12. MINERAL RESOURCES			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
13. NOISE			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
14. POPULATION AND HOUSING			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
15. PUBLIC SERVICES			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
16. RECREATION			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
17. TRANSPORTATION/TRAFFIC			
TRANSP-1: Department of Transportation Hauling/Traffic Permit: Prior to the start of any construction activities, the City shall acquire a permit	City of Holtville	Prior to Construction/City of Holtville	

from the Department of Transportation to operate or move a vehicle or combination of vehicles or special mobile equipment, of a size or weight of vehicle or load exceeding the maximum limitations specified in the California Vehicle Code, on State Route 115 or any other facility under the jurisdiction of the Department of Transportation.			
TRANSP-2: Department of Transportation Encroachment Permit: Should any work within the Department of Transportation Right-of Way be required for the project, the City shall acquire an encroachment permit from the Department of Transportation prior to the start of construction activities within their Right-of-Way.	City of Holtville	Prior to Construction/City of Holtville	
TRANSP-3: Perpetuation of Monuments: Per Business and Profession Code 8771, perpetuation of survey monuments shall be carried out by a licensed land surveyor should any existing monuments be destroyed by construction activities related to the project.	City of Holtville	Prior to Construction/Contractor	
18. TRIBAL CULTURAL RESOURCES			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
19. UTILITIES AND SERVICE SYSTEMS			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation would be required.			
20. WILDFIRE			
The proposed project would not result in significant adverse impacts related to aesthetics. No mitigation			

would be required.			
21. MANDATORY FINDINGS OF SIGNIFICANCE			
MFS-1: The proposed project could have the potential to significantly impact the environment because it has the potential to impact wildlife and cultural resources during construction, however, mitigation measures BIO 1-4 and CR 1-10 have been put in place that would reduce the impacts to less than significant.	City of Holtville	Prior to construction/Project contractor	
MFS-2: The proposed project does have the potential to adversely affect humans via air quality during construction. Therefore, mitigation measures AQ 1 and AQ 2 will be implemented to reduce the impacts to be less than significant.	City of Holtville	Prior to construction/Project contractor	

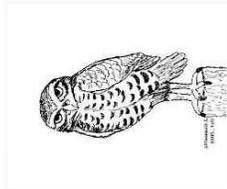
ATTACHMENT B-SAMPLE KIOSK



**ALAMO
RIVER TRAIL**

Alamo River Habitat and Wildlife

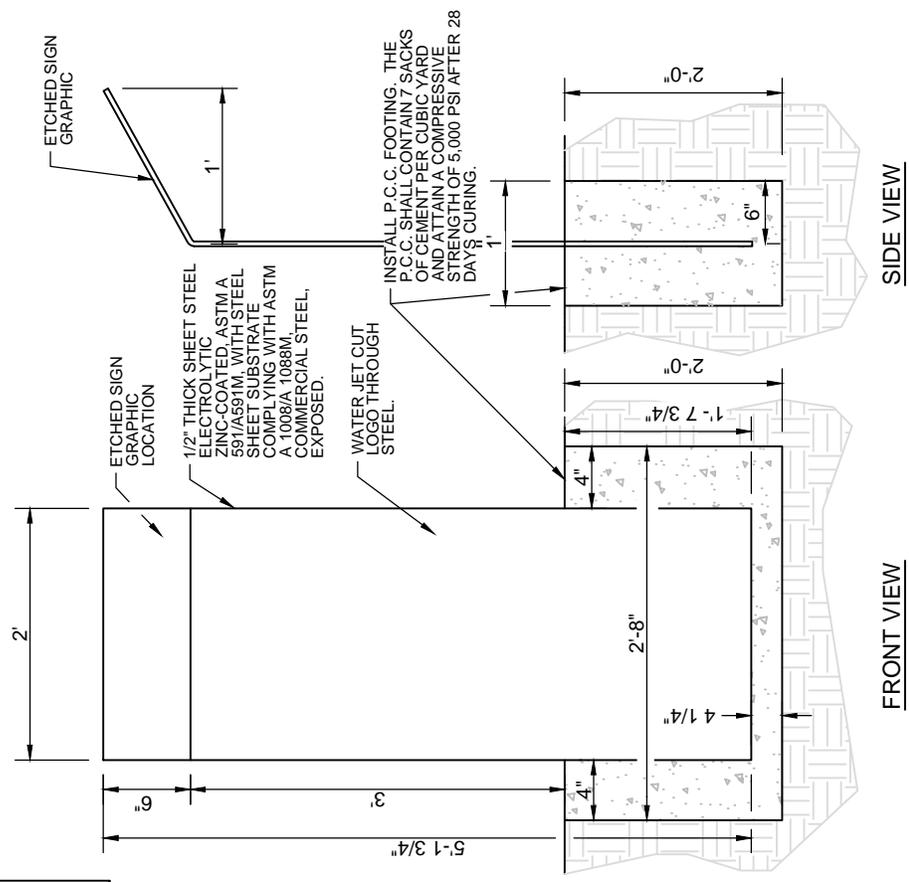
The Alamo River is home to numerous species, including the burrowing owl and the desert pupfish. The Imperial Valley has a majority of the western burrowing owl in southern California. Irrigation Canals and drains are commonly used as nesting sites in this area. The Burrowing Owl is a California Department of Fish and Game (CDFG) Species of Special Concern, and a Federal Species of Concern and listed on the Migratory Bird Treaty Act. The desert pupfish is State and Federally endangered, and is the Salton Sea's only native fish species. Desert pupfish eat algae, minute organisms associated with detritus, insects, fish, eggs, and small crustaceans.



**CONTRACTOR TO PLACE
BRAILLE TRANSLATION HERE**

SIGN 1

- NOTE:
1. SIGN DIMENSIONS AND DETAILS TO BE VERIFIED DURING SUBMITTAL REVIEW AND APPROVED BY THE CITY OF HOLTVILLE.
 2. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF HOLTVILLE TO OBTAIN A LIST OF PRE-APPROVED SIGN MANUFACTURERS.



ALAMO RIVER TRAIL INTERPRETIVE SIGN

NTS

Supplementary Technical Special Provisions for
Holtville Alamo River Trail Trestle Bridge Project
Prepared In Greenbook 2021 Format

Issued for Construction

November 19, 2025

SEALS PAGE

ENGINEER OF RECORD



REGISTERED LANDSCAPE ARCHITECT



The following Supplementary Special Provisions (SSP) modifies the following documents:

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The “GREENBOOK”).
 - a. General Provisions (A) for all Construction Contracts.

PART I - GENERAL PROVISIONS.

ADD:

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

ADD the following:

Civil Engineer or **Engineer of Work** shall refer to the California licensed Civil Engineer or consulting firm responsible for preparation of the grading plans, surveying and verifying as-graded topography.

Consultant shall refer to the soil engineering and engineering geology consulting firm retained to provide geotechnical services for the project.

Owner’s Representative shall refer to the individual(s) authorized to speak on behalf of the interests of City of Holtville.

1-2.1 SITE OBSERVATION VISITS.

ADD the following:

Observations herein specified shall be made by the Owner’s Representative. The Contractor shall request site observations 72 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1) Two (3) site observations:
 - a. One (1) relative to concrete footing placement
 - b. One (1) relative to landscape construction
 - c. One (1) relative to irrigation.
- 2) Final walkthroughs relative to landscape construction as follows:
 - a. One (1) pre-final walk through

- b. One (1) final walk through

SECTION 2 – SCOPE OF THE WORK.

2-9.1 CHANGED CONDITIONS.

ADD the following:

Hazardous Materials: In the event that Hazardous Materials such as contaminated soil, underground tanks, or unknown asbestos sources are found or identified during excavation for foundation or conduit installation, follow the procedures detailed in “GREENBOOK.” The Owner’s Representative shall be contacted per the plan notes should asbestos be uncovered.

SECTION 3 – CONTROL OF THE WORK.

3-5 INSPECTION

ADD:

3-5.1 Landscape Inspections.

1. Site observations herein specified shall be made by the Owner’s Representative during regular business hours. The Contractor or their authorized representative shall be on the site at the time of each observation. The Contractor will not be permitted to initiate the succeeding step of work until they have received approval to proceed by the Owner’s Representative.
2. All changes and deviations to the plans and specifications shall be communicated to the Construction Manager and shall be confirmed in writing.
3. The Contractor shall have sufficient work personnel available during normal working hours to correct deficiencies immediately upon request of the Owner’s Representative. Such repair or re-work services are to be performed without interference of regular project schedule.
4. Contractor shall be responsible for notifying the Owner’s Representative, in advance, for the following observations, according to the time indicated:
 - a) Pre-construction conference – no more than seven (7) days prior to the commencement of work of this section, the Owner’s Representative, Contractor, and Landscape Architect shall meet for the approval of the materials specified, equipment, schedule of work and the method of installation.
 - b) Irrigation coverage test – five (5) working days, when irrigation system has been installed including all bubbler, drip and overhead irrigation systems.

- c) Layout of trees (trees 24" box size and larger) – five (5) working days, when trees are spotted in place for planting, but before planting holes are excavated.
 - d) Layout of shrub and groundcover materials - five (5) working days, when material is spotted in place for planting, but prior to excavation of planting holes.
 - e) Completed planting (Pre-final establishment period) walk through – seven (7) days, when planting and all specified work has been installed and completed, the Owner's Representative and Landscape Architect will prepare a written "punch list" indicating all items to be corrected. These items must be completed prior to initiating the beginning date of the plant establishment period. The Landscape Architect will inform the Owner's Representative and Contractor of the actual date of the start of the plant establishment period in writing. This observation is not the final acceptance of the project and does not relieve the Contractor from any of the responsibilities in the contract documents.
 - f) Final walk through and Acceptance of the Project – seven (7) days, At the conclusion of the plant establishment period a final site observation will be made. The Contractor shall show all corrections made from the "punch list." Any items deemed not acceptable shall be reworked and the plant establishment period will be extended. The Contractor will be notified in writing that the contract work and plant establishment period has been accepted or that the plant establishment period has been extended to correct any deficiencies remaining. Final acceptance of the project shall establish the beginning date for the guarantee/warranty period.
- 5. Contractor shall be responsible for scheduling site observation visits with Owner's Representative as work progresses. Failure to schedule required observations shall not relieve Contractor of responsibility for obtaining approvals. Contractor shall redo, at no cost to the Owner's Representative, work that does not satisfy the Owner's Representative.
 - 6. Observations may be waived or combined at the discretion of the Owner's Representative.
 - 7. When someone other than the Owner's Representative conducts observations, the Contractor shall show evidence in writing of when and by whom these observations were made.
 - 8. No site visits shall commence without adequate preparation or items noted in previous Observation Reports, either completed or remedied, unless the Owner's Representative has waived such compliance. Failure to adequately prepare or accomplish previous punch list items shall make the Contractor responsible for reimbursing the Owner's Representative and Landscape Architect for the site visit at their current billing rates per hour plus transportation costs. No further inspections will be scheduled until this charge has been paid and received.

9. Site observations of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

3-8 SUBMITTALS

ADD:

3.8.1.1 Landscape Submittals

1. 15 days after the Contractor has received notice to proceed from Owner's Representative, the Contractor shall submit to the Owner's Representative via email a pdf document with a typewritten list of all materials proposed with quantities, sizes, sources, and quality of materials indicated.
2. Prior to installation of any landscape elements, the Contractor shall submit for approval by the Owner's Representative a list of all materials and equipment proposed for use. Submit product cut-sheets, data, and physical samples (as noted in item 3 of this section) for each material indicated for approval including the following (not all inclusive):
 - a) Soil Amendments & Fertilizers
 - b) Plant Fertilizer Tablets
 - c) Import Soil
 - d) Organic Mulch
 - e) Stabilized Decomposed Granite
 - f) Landscape Filter Fabric
 - g) Erosion Control Netting & Fiber Rolls
 - h) Root Barrier
 - i) Observation Tube (Including PVC drainpipe, filter fabric, and grate cap)
 - j) Tree Staking Assembly Components (Including tree stakes and tree ties)
 - k) Electronic photos in JPEG format of each size and species of tree, fifteen (15) gallon size and larger. Photos shall be an accurate representation of the actual trees to be utilized on the project. Photos shall be transmitted to the Owner's Representative via e-mail and/or other electronic media. Identify each photograph with the full scientific name of the plant (genus, species, variety, cultivar, etc), plant size, and name of the growing nursery (under separate text if needed). Include a scale rod or other measuring device in each photograph. For species where more than 10 plants are required, include a minimum of three photographs of that species showing the average plant, the best quality plant, and the worst quality plant to be furnished.
 - l) Electronic photos in JPEG format of each size and species of shrub, and groundcover, (5) gallon size, (1) gallon size and smaller including flats and plugs. Photos shall be an accurate representation of the actual shrubs and groundcover to be utilized on the project. Photos shall be transmitted to the Owner's Representative via e-mail and/or other electronic media. Identify

- each photograph with the full scientific name of the plant (genus, species, variety, cultivar, etc), plant size, and name of the growing nursery (under separate text if needed). Include a scale rod or other measuring device in each photograph. For species where more than 10 plants are required, include a minimum of three photographs of that species showing the average plant, the best quality plant, and the worst quality plant to be furnished.
- m) Pesticides & Herbicides: Also, include copies of sample label and Material Safety Data Sheet (MSDS).
3. Physical samples for verification for each of the following:
- a) Soil Amendments - Actual samples of the soil amendments shall be submitted to the Owner's Representative only if requested by the Owner's Representative after approval of the soils test.
 - b) Plant Fertilizer Tablets - 10 tablets in a sealed and labeled plastic bag.
 - c) Imported Topsoil - 1 quart volume in sealed plastic bags labeled with composition of materials including the following:
 - Gradation limits
 - Permeability rate
 - Agricultural suitability
 - Fertility characteristics as defined in this specification
 - Sodium Adsorption Ratio (SAR)
 - Soil Organic Matter Content
 - Soil Texture & Organic Matter
 - d) Inorganic Mulch - Submit 1 quart volume of each decomposed granite and crushed rock size and type in sealed plastic bags labeled with the project name and decomposed granite / crushed rock size and color name. Samples should provide an accurate representation of color, texture, and size.
 - e) Organic Mulch – Submit 1 quart volume of organic mulch in sealed plastic bag labeled with the project name and mulch product name.
 - f) Landscape Filter Fabric – 2'x1' sample of landscape filter fabric in a sealed and labeled plastic bag.
4. Delivery Slips: Legible copies of delivery slips for soil amendments, plant materials, rock products, and mulch specifying the quantities that were delivered. The contractor shall provide certificates, trip slips, and invoices to the Owner's Representative prior to final acceptance of the work.
5. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of Owner's Representative contact persons.
6. Substitutions for the indicated materials will only be permitted provided the substitute materials are approved in writing, in advance, by the Owner's Representative. All substitute materials shall conform to the requirements of these specifications. If accepted substitute materials are of less value than those

indicated or specified, the contract price will be adjusted in accordance with the provisions of the contract.

3.8.1.2 Samples and Mock-ups.

ADD the following:

The Contractor shall provide samples, and/or mock-ups, of the following materials for approval by Owner's Representative.

- 1) Organic Mulch (L3.03), sample, product data, receipts
- 2) Stabilized Decomposed Granite (L1.02), sample

ADD:

3.8.1.3 Irrigation Submittals

1. 15 days after the Contractor has received notice to proceed from Owner's Representative, the Contractor shall submit to the Owner's Representative a pdf document with a typewritten list of all materials proposed with quantities, sizes, and quality of materials indicated.
2. Product Data: For each type of product indicated, include the manufacturer's latest product manufactured, and current supplier's documents as required. Include the identification of product on the product data sheet. Indicate rated capacities, operating characteristics, and furnished specialties and accessories.

3-10 SURVEYING

REPLACE 3-10.1 with the following:

3.10.1 General.

The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall place temporary bench marks as indicated on the plans necessary to provide survey control for the project. The Contractor shall place construction survey stakes and marks for construction and preserve them for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor.

Unless otherwise specified in the Special Provisions, stakes will be set and stationed for curbs, headers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade will be indicated on the grade sheet.

ADD:

3.10.1.1 Payment.

Unless otherwise specified, payment for survey including temporary bench marks and construction staking shall be included in the lump sum Bid Price for Survey Control.

3-12 WORK SITE MAINTENANCE

ADD:

3.12.1 General

The Contractor shall not allow any construction material, equipment, or person to enter the Alamo River Waterway. Waterway shall remain free of obstruction or potential obstruction from a rain event.

Work within, or immediately adjacent to, the Delineated Wetlands Area shall not impact wetlands beyond the construction limits of the foundation work.

Disturbed areas of wetlands shall be restored within 30 days of completion of work element within or adjacent to wetlands areas.

ADD:

3.12.4.3 Storage of Materials

The Contractor shall not store or stockpile materials within 100 yards of the Alamo River or Delineated Wetlands Area adjacent to the Alamo River.

ADD:

3.12.6.4 Dewatering

The Contractor shall not dispose of any accumulated water into the Alamo River without prior treatment.

ADD:

3-14 GEOTECHNICAL ENGINEERING TESTING AND INSPECTION

3.14.1 General

The Contractor shall be responsible for geotechnical engineering testing and inspection required for completion of the project. This includes preparation of soils report for improvements needed; preparation of geotechnical recommendations for temporary shoring or slope stability; inspection of foundation bottom conditions or soils prior to placement.

3.14.1.1 Payment.

Unless otherwise specified, payment for geotechnical services shall be included in the lump sum Bid Price for Geotechnical Engineering Testing and Inspection.

PART 2 - CONSTRUCTION MATERIALS.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS.

ADD:

201-2 Specialty items.

Contractor shall provide one (1) complete set of Specialty Item information electronically to the Owner's Representative for approval. It shall include manufacturer's data/cut sheets, shop drawings as applicable, testing information, color/texture/finish information and charts for all the following specialty items:

- 1) Site Furnishings: precast concrete picnic table / precast concrete ADA picnic table, precast concrete waste / recycle receptacles, precast concrete bench w/ armrest, and bike rack.

***The Contractor shall expedite the submittals for long lead time items.**

SECTION 204 – LUMBER AND TREATMENT WITH PRESERVATIVES

ADD:

204-2 Treatment with preservatives.

204-2.2 Wood Preservatives.

Add 4th bullet to 4th paragraph:

- d) Creosote

Add new 6th paragraph as follows:

Chromated copper arsenate must not be used for handrails or other applications with possible direct exposure to the public.

Replace Section 204-2.3 with the following:

204-2.3 Field Treatment of Cut Surfaces.

Do not manually apply preservative to unprotected wood in wet or damp weather or to wood with a moisture content exceeding 25 percent or with free surface moisture.

If manually applying preservative, use suitable brushes for exposed surfaces, use swabs for holes, or use other means that result in adequate coverage.

If treated timber is framed, cut, or bored after treatment, thoroughly swab each cut, dap, or hole with 2 applications of a preservative as specified in AWWPA Standard M4.

Manually treat the following items with 2 applications of wood preservative:

1. Portions of rail posts to be embedded in earth or concrete
2. Faces of timber bulkheads to be in contact with earth except those of treated Douglas fir

ADD:

SECTION 220 - IDENTIFICATION SIGN

220-1.0 GENERAL

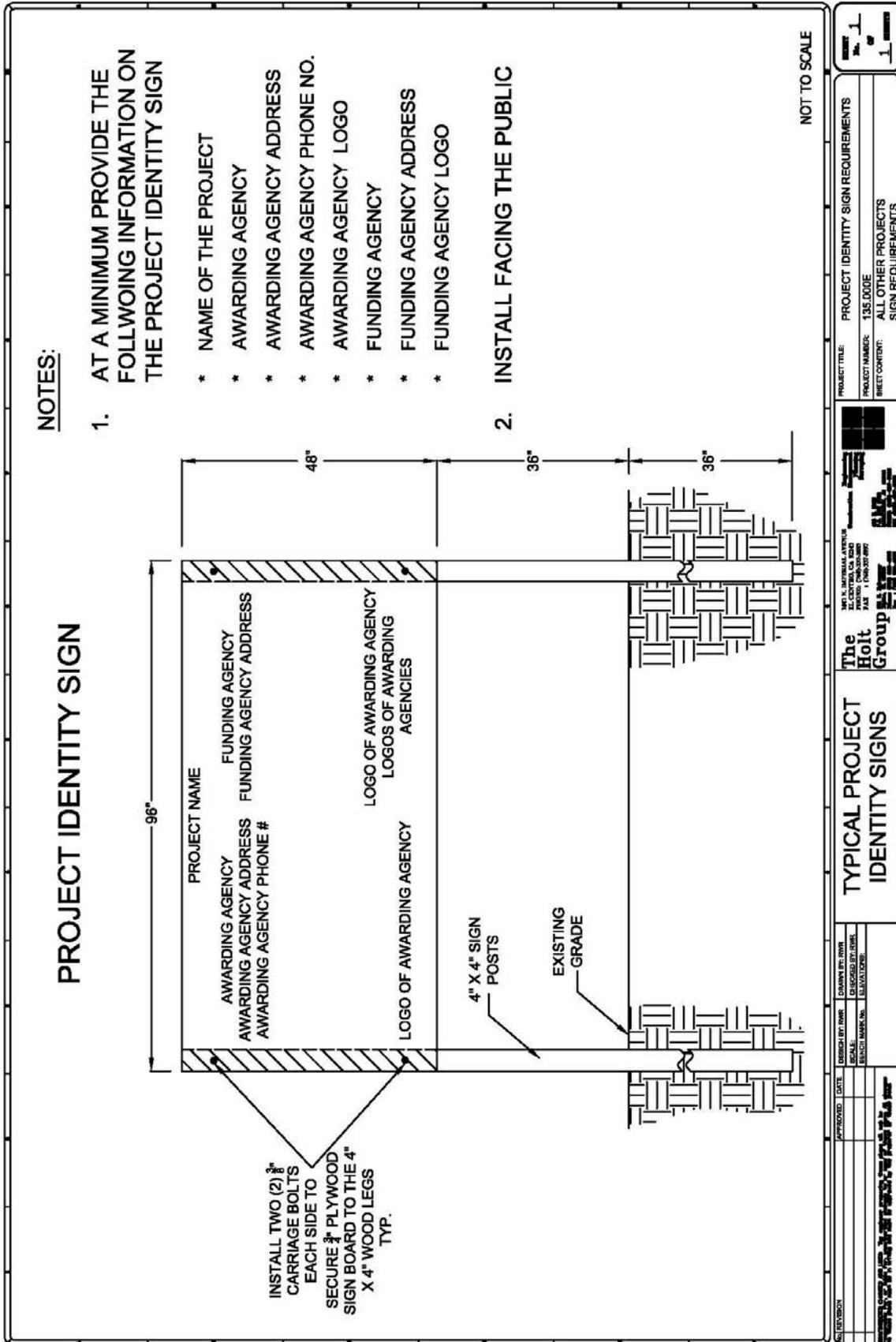
A sign acknowledging the funding source is required during construction. A funding acknowledgement sign must be installed before the final project inspection and remain in place for at least four years from the date of project completion.

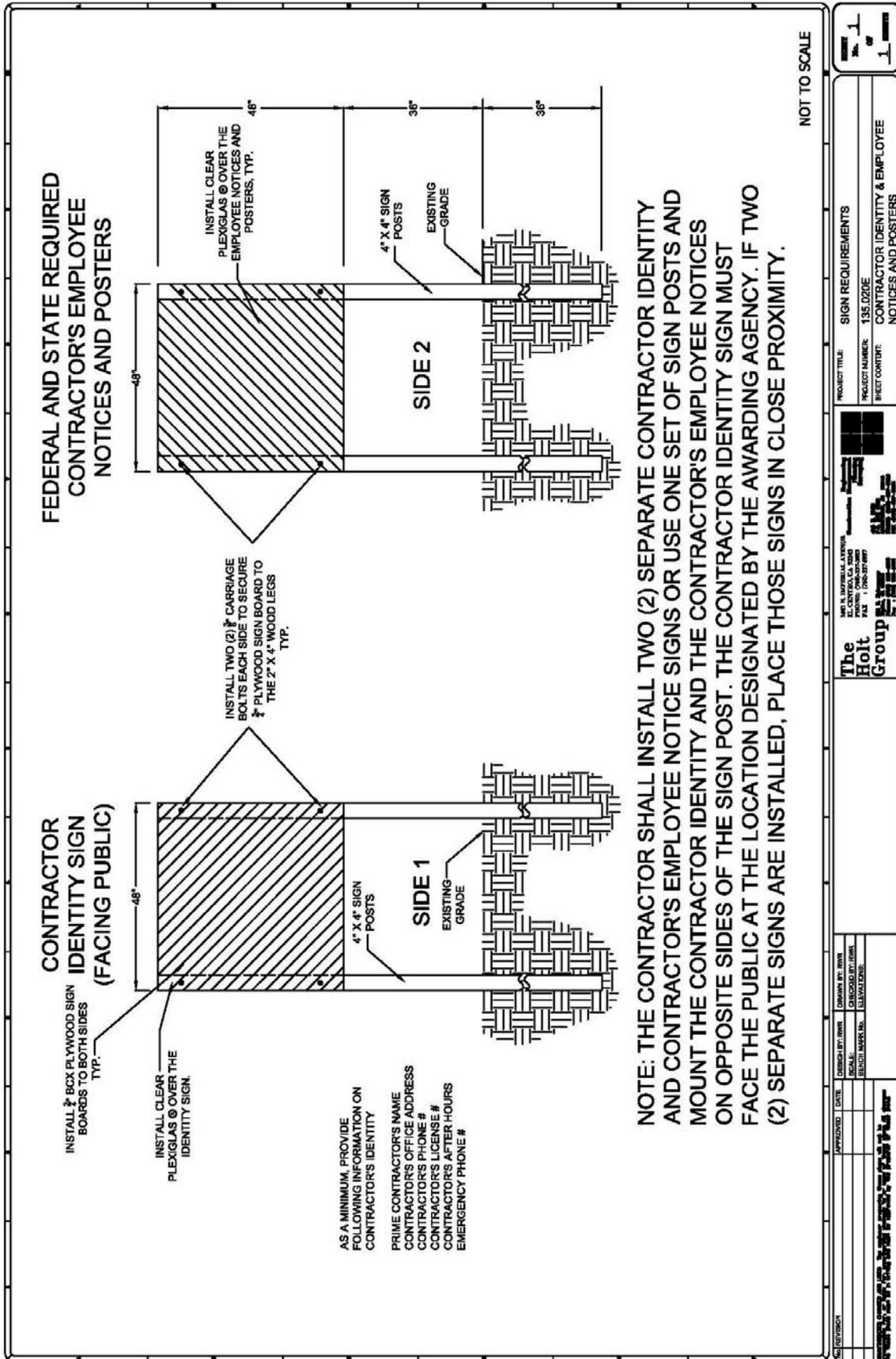
The same sign can be used during and post construction.

220-3.0 COMPONENTS

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

The sign shall conform to the following plans:





220-3.1 COMPONENT LOGO

The sign shall display the Parks and Water Bond Act logo. The logo is available at <http://resources.ca.gov/grants/logo-art/>. The logo must be mounted in an area maximizing visibility and durability. The logo must measure a minimum of 24” tall.

PART 3, CONSTRUCTION METHODS

SECTION 305 – PILE DRIVING AND TIMBER CONSTRUCTION

305-2 Timber Structures and Timber Construction.

305-2.2 Materials.

Add a new 5th and 6th paragraphs as follows:

For lumber treated with ammoniacal copper zinc arsenate, alkaline copper quaternary ammonium compound, or copper azole:

1. Fill bolt holes with grease before inserting bolts
2. Use nylon spacers, polyethylene tape, or other authorized corrosion-resistant barrier on surfaces of hardware that will be in contact with treated wood

Grease used to fill bolt holes must be recommended by the manufacturer for corrosion protection and must not melt or run at a temperature of 150 degrees F.

305-2.3 Workmanship.

Replace the 2nd paragraph with the following:

Holes for drift pins in untreated lumber shall be bored with a bit 1/16 inch (1.5 mm) less in diameter than the pin or dowel. Holes for drift pins and dowels in treated lumber shall be bored with a bit of the same diameter as the pin or dowel. Holes for truss rods or bolts shall be bored with a bit 1/16 inch (1.5 mm) larger than the rod or bolt. Holes for lag screws shall be bored with a bit not larger than the base of the thread. Pre-drill for bridge spikes within 1 foot of the ends of existing timbers and new planking. Pre-drill elsewhere if necessary to avoid splitting the timber or bending the spikes. Holes for bridge spikes shall be bored with a bit having a diameter not larger than that of the spike or the smallest dimension of the spike.

PART 4 - EXISTING IMPROVEMENTS.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. Paragraph (2), DELETE in its entirety.

ADD the following:

1. The contractor shall repair or replace all existing improvements within the project area which are not designated for removal (curbs, sidewalks, driveways, fences, walls, signs, utility ins installations, pavement, structures, irrigation, planting, etc.) that have been damaged or removed as a result of the Contractor operations. When a portion of an irrigation system within the project area must be removed, the remaining lines shall be capped. Existing irrigation systems shall be repaired and re-configured as needed to provide full irrigation operation and coverage to existing irrigated areas to remain. Repairs and replacements shall be at least equal to the existing improvements and shall match them in finish and dimension. This shall include temporary modifications made, and the return to conditions prior to the start of demolition and construction.
2. The City of Holtville reserves the right to repair damages to the City of Holtville's facilities caused by the Contractor operations, at the Contractor expense.
3. The contractor is responsible for coordinating with property owners for access to be provided to Work on the property.
4. In any emergency affecting the safety of persons or property, the contractor shall act, at the contractor discretion, to prevent threatened damage, injury, or loss. Any change in Contract Price or Contract Time resulting from emergency Work shall be determined as provided in SECTION 2 – SCOPE OF THE WORK.

ADD:

400-1.3 Construction Maintenance.

1. The contractor shall be responsible for the maintenance of existing landscaping and irrigation impacted by construction activities. At a minimum, maintenance shall include irrigation, weed abatement, litter pick-up, and trimming.
2. The contractor shall ensure the contractor operations do not impact City of Holtville maintenance crews from completing their work in and around the project area.
3. All irrigation systems and planting material damaged or affected by construction activities shall be replaced in kind and re-configured as needed to provide full planting and irrigation coverage in all existing planter areas to remain.

SECTION 401 – REMOVAL

Replace Section 401-5 with the following:

401-5 OTHER IMPROVEMENT.

401-5.1 Removal of Fire Damaged Wood Members.

The removal of the fire damaged wood members in the deck, Bent 11 and adjacent bracing members shall be per this subsection and Section 60-2 of the Caltrans Standard Specifications, 2023 Edition.

401-5.2 Jacking.

The jacking of the truss for the removal and replacement of the wood components of Bent 11 shall be per this subsection and Section 48.5 of the Caltrans Standard Specifications, 2023 Edition.

401-5.3 Truss Containing Lead-Based Paint.

The Contractor is hereby notified that the paint coating the existing steel truss adjacent to the work on this Contract may contain Lead (Pb).

If any paints containing Lead are to be physically disturbed or made airborne during the progress of the Work by activities such as abrasive blasting, welding, cutting or torch burning, the Contractor shall provide appropriate worker protection in accordance with OSHA Lead in Construction Standard and in any other applicable regulations.

All paint which is removed or disturbed during the progress of the Work or any demolition debris which contains these paints, either of which contains in excess of 5 ppm (mg/l) Lead when tested in accordance with the Waste Extraction Test (WET) method of the California Code of Regulations, Title 22, shall be disposed of as hazardous waste. The Contractor shall be responsible for such disposal in accordance with all applicable laws and regulations.

PART 8 - LANDSCAPING AND IRRIGATION.

SECTION 800 - MATERIALS

800-1.2.3.1 Pre-plant Fertilizer.

DELETE in its entirety and SUBSTITUTE with the following:

1. Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

Nitrogen 6%

Phosphorus 20%
Potassium 20%

800-1.2.3.2 Post-plant Fertilizer.

DELETE in its entirety and SUBSTITUTE with the following:

Post-plant fertilizer shall have 5-3-1 NPK analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-Power Plus' or equal.

Nitrogen 5%
Phosphorus 3%
Potassium 1%

800-1.2.3.3 Fertilizer Tablets.

ADD the following:

1. Planting tablets shall be tightly compressed chip type commercial grade planting tablets, of varying sizes with the following available percentages by weight of plant food:

Nitrogen 20.0 % min.
Phosphoric acid 10.0% min.
Potash 5.0 % min.

The commercial grade product used shall be Agriform, Gro-power, or approved equal.

800-1.2.3.4 Agricultural Grade Gypsum.

ADD the following:

1. Shall be a (CaSO₄ - 2H₂O) calcium sulfate product minimum 92% grade containing 14% minimum combined sulfur. Ninety percent (90%) shall pass a 50-mesh screen. Control of dust during application is mandatory. The commercial grade product used shall be U.S. Gypsum, Sof'n'Soil, Dolmar, or approved equal.

800-1.2.3.5 Sulfur (Soil Sulfur).

ADD the following:

1. Shall be elemental sulfur (99.5%) commercially manufactured so that a pure sulfur product is used. Sulfur is a constituent of three amino acids (cystine, methionine and cysteine) and is essential for protein synthesis. Sulfur is also supplied by gypsum. Sulfur is not effective until it is oxidizes. The bacteria are specific for this and are not common in

alkaline soils. The oxidization may require months or years. Gypsum is rapid in its actions. The sulfur used shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8-mesh 4.3%; 20-mesh 7.8 %; 50-mesh 46.9 %; 100-mesh 39.3 %; 200-mesh 1.7%. The commercial grade product used shall be Wil-Gro; Union Chemicals, Baker Industries, or approved equal.

800-1.2.3.6 Iron Sulfate.

ADD the following:

1. Shall be derived from sulfate-deep green (FeS₀₄, 7H₂₀), a minimum analysis of iron shall be expressed as metallic is 20.0%. The commercial grade product used shall be Wil-Gro, Bandini, Wilson & Geo. Meyer, or approved equal.
2. Iron sulfate shall be ferric or ferrous sulfate in pelleted or granular forms containing not less than 18% metallic iron. It shall conform to the Agricultural Code of the State of California.

800-1.2.3.7 Chelated Iron.

ADD the following:

1. Shall be Becker Underwood Sprint 138 Fe or other approved equal commercial FeEDDHA for dicots and woody plants, and Becker Underwood Sprint 330 Fe or other commercial FeDTPA for grasses and monocots or approved equal.

800-1.2.3.8 Pre-Plant Starter Fertilizer.

ADD the following:

1. Fertilizer shall be (1-10-10) analysis and shall be a commercial grade flowable fertilizer with a 1% nitrogen analysis: 10% phosphorous pentoxide and 10% potassium oxide. No potassium chloride is to be used. Organic nitrogen shall be from cottonseed meal and urea. Phosphorous. from superphosphate and cottonseed meal. Potassium (potash) from sulfate of potash and cottonseed meal. Screen analysis 74% to be retained on a 20-mesh screen. 0% to pass a 4-mesh screen, and 2 % to pass a 48-mesh screen. The commercial grade product used shall be Wil-Gro, Gro-Power, Bandini, Kellogg, or approved equal.

Nitrogen	1%
Phosphorus	10%
Potassium	10%

800-1.2.3.9 Planting Backfill.

ADD the following:

1. (For Bidding purposes only. Application rates shall be per soil analysis recommendation in soils report) Planting backfill shall be a thoroughly blended mixture of site soil and soil amendments at the following mixtures:
 - soil conditioner 30%
 - site soil from excavated planting pit 70%
 - gypsum 10 lbs. per cu. yd. of mix
 - iron sulfate 5 lbs. per cu. yd. of mix
 - pre-plant fertilizer (1-10-10) 5 lbs. per cu. yd. of mix

800-1.2.3.10 Soil Wetting Agent.

ADD the following:

1. Product used shall have the following functioning agents: 2-hydroxyethyl ammoniumalkyl benzene sulfonate = 8.77%; alkyl phenoxy poly - (ethylene oxy) ethanol= 4.49%; di (2 hydroxy ethyl)-ammonium cis-9 otadecenoate-octyl alkyldiamide = 2.50 %; dimethyl silicone = 1. 00 %; carrier= 83.24 %. Adjuvant used shall be a commercial grade product and manufactured by Naiad/Wil-Gro, Dow, Dupont, or approved equal.
2. Soil wetting agent or adjuvant (helping agent) shall be used by Contractor if needed to make water penetrate difficult-to-wet soils.
3. Contractor shall apply multiple applications of soil wetting agent if needed to overcome soil water repellence resulting from compaction.

800-1.2.3.11 Water & Soil Leaching.

ADD the following:

1. Water used on the project site for irrigation, soil leaching, wash-down, and all other purposes shall have the following characteristics:
 - a) Water shall be furnished by the Owner’s Representative.
 - b) Water shall be transported/applied by Contractor as required.
 - c) Water shall be potable. Water must be free of impurities, excess chlorine, and salts.
2. Soil Leaching:
 - a) Soil leaching shall be accomplished with water meeting the requirements outlined in this specification.
 - b) Soil leaching shall be performed as recommended by soils report until a Sodium Adsorption (SAR) value indicated as acceptable by the soils report is achieved.

- c) Following soil leaching, Contractor shall have the soils tested as indicated in soil test portion of this specification to confirm that SAR value has been reduced to within acceptable limits as defined by the soils report.
- d) Soil leaching shall continue until soil SAR values fall within the required limits.
- e) Soil leaching shall be completed prior to the installation of plant material.

800-1.2.3.12 Amended Soil.

ADD the following:

Amended soil shall meet all of the requirements of Class “A” Topsoil as well as the following additional Requirements:

- a) Minimum organic matter content of 10% dry weight in planting beds, and 5% organic matter content in turf areas.
- b) Calculated amendment rates may be met through use of composted materials meeting the standards of Organic Soil Amendment (Type 1 or 3)

The soil quality design guidelines listed above can be met by using one of the methods listed below:

1. Leave undisturbed native vegetation and soil, and protect from compaction during construction. Undisturbed soil may be utilized if it meets the organic matter and depth requirements.
2. Amend existing site topsoil or subsoil either at default “pre-approved” rates, or at custom calculated rates based on tests of the soil and amendment to achieve the organic matter content required.
3. Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default “preapproved” rate or at a custom calculated rate.
4. Import topsoil mix of sufficient organic matter content and depth to meet the requirements. More than one method may be used on different portions of the same site. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended.

800-1.2.4 Organic Soil Amendment.

DELETE in its entirety and SUBSTITUTE with the following:

1. Compost shall be well decomposed, stable, and weed-free organic matter produced by composting feedstock and shall bear United States Composting Council's "Seal of Testing Assurance" and shall comply with the following:

- a) Compost shall be produced at a facility inspected and regulated by the Local Enforcement Agency for CalRecycle.
- b) Comply with Title 14 requirements of the Process to Further Reduce Pathogens (PFRP), Fecal coliform and Salmonella testing and pathogen and EPA, 40 CFR 503 regulations
- c) Feedstock limited to leaves and plant parts only; includes straw and alfalfa.
- d) Mushroom, manures, peat mosses, green waste and food waste composts are acceptable.
- e) Composted wood products are conditionally acceptable (stable humus must be present). Wood products based on redwood or cedar are not acceptable. Wood derivatives, including sawdust and chipped construction waste are not acceptable.
- f) Sewage sludge and animal waste are not acceptable.
- g) Compost shall have a dark brown color and a soil like odor.
- h) Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120° F) upon delivery or rewetting is not acceptable.
- i) Comply with Title 14 requirements of the Process to Further Reduce Pathogens (PFRP), Fecal coliform and Salmonella testing and pathogen and EPA, 40 CFR 503 regulations.
- j) Particle Size: The maximum particle size shall be 0.5-inch
- k) Calcium carbonate shall not be present if to be applied on alkaline soils.
- l) The salt content shall be less than 6 millimho/cm @ 25° C. (ECe less than 6) in a saturated paste extract.
- m) Additional Properties:

Property	Method	Requirement
pH, Units	Saturation Paste	5.5 to 8
Soluble-Salt Concentration		Less than 5 dS/m
SAR		Less than 5
Chloride	Method 3a, USDA	Less than 1000 mg/l
EC, dS/m	Saturation Extract	0 to 10
Boron, ppm	Saturation Extract	less than 1
Silicone Content (Acid insoluble ash)		Less than 50%
Moisture content by weight, %	Gravimetric	35-55%
Bulk Density, lbs/cubic yard		500 to 1100
Organic Matter, % of Dry Weight	Loss on Ignition	50-65%

Carbon to Nitrogen Ratio		Less than 20:1
Maturity	Solvita	5 or above
Stability	Solvita	5 or above
Particle Size	Sieve Analysis	
Pass 3/4-inch sieve	98%	
Pass 1/2-inch sieve	90%-100%	
Pass #4 screen	80% or more	
CA Title 22 Metals	Title 22	
Antimony (Sb)		Less than 150 ppm
Arsenic (As)		Less than 50 ppm
Barium (Ba)		Less than 1,000 ppm
Beryllium (Be)		Less than 7.5 ppm
Cadmium (Cd)		Less than 10 ppm
Chromium (Cr)		Less than 50 ppm
Cobalt (Co)		Less than 800 ppm
Copper (Cu)		Less than 250 ppm
Lead (Pb)		Less than 50 ppm
Mercury (Hg)		Less than 2 ppm
Molybdenum (Mo)		Less than 3,500 ppm
Nickel (Ni)		Less than 200 ppm
Selenium (Se)		Less than 10 ppm
Silver (AG)		Less than 50 ppm
Thallium (TI)		Less than 70 ppm
Vanadium (V)		Less than 240 ppm
Zinc (Zn)		Less than 2,500 ppm
Pathogen		
Salmonella	Title 14	< 3 MPN per 4 gms
Fecal Coliform		<1000 MPN per 1 gm
Physical contaminants		
Plastic Metal and Glass, %> 4mm %	% by Weight	< 1
Sharps, % > 4mm	% by Weight	0

800-1.2.4.1 Organic Soil Amendment.

ADD the following:

The following specified soil amendments, fertilizers, and application rates are guidelines for bidding purposes only. At the time of rough grade, the Contractor shall meet with the Owner’s Representative to determine the locations of soil samples to be taken. The soil tests/analysis are the responsibility of the Contractor. The Contractor shall submit soil samples from the site to an approved soil-testing laboratory for agricultural

suitability analysis. The Contractor shall submit the results of the soil tests/analysis to the Owner’s Representative for interpretation and recommendations. If the test results reduce or increase the quantities specified, then the Owner’s Representative shall be notified. The contract prices shall be adjusted to reflect any differences between the amendments as specified below and the recommendations of the soil-testing laboratory.

Type 4 organic soil amendment shall be a fine textured, dark brown soil conditioner made from composted yard trimmings. The ground yard trimmings shall be composted for a minimum period of one month. Temperatures shall be maintained between 132 degrees F and 155 degrees F throughout the thermophilic stage to kill pathogens and weed seeds. This process meets California Title 14 regulations, *Process to Further Reduce Pathogens*. Curing phase is up to two months.

Organic Soil Amendment shall be blended, commercially processed soil conditioner consisting of an organic-based conditioner, prepared by mixing a light, friable, siliceous material with nitrogen-fortified, finely ground bark, wood chips and/or saw dust. The material shall contain a long-lasting form of iron and shall have the following analysis:

Total nitrogen	0.5%
Ph	4.6 to 6.8
Salinity (Ece)	less than 2.0
Organic matter (dry weight basis)	85.0% min.

Particle size: percent passing	9.50 mm screen	100%
	6.35 mm	100%
	2.38 mm	83%
	0.50 mm	31%

Soil conditioner:	4 cu.yd. per 1,000 sq. Ft.
Gypsum:	100 pounds per 1,000 sq. Ft.
Soil sulfur:	20 pounds per 1,000 sq. Ft.
Iron sulfate:	20 pounds per 1,000 sq. Ft.
Triple superphosphate (0-45-0)	4 pounds per 1,000 sq. Ft.
Potassium sulfate (0-0-50)	8 pounds per 1,000 sq. Ft.

And shall be treated with a non-ionic wetting agent ‘Sarvon’ or approved equal.

Material shall be equal to or better than "Loamex" or 'BFI Organics' "Organo-Life" soil amendment.

Agricultural Suitability & Fertility Analysis Report:

Contractor shall collect soil and it shall be identified and labelled specifically to the project with contractor's contact information. Once three (3) samples from different locations on site are collected, provide a prepaid and preaddressed shipping bag or envelope addressed to the testing company. The bag or envelope shall be dropped off to the shipping source by the contractor to ensure that the material shipped to the testing company is the actual on-site material tested. Submit a copy of the planting plan (including sod areas and planting areas) and plant legend to the laboratory with the samples. Sample locations shall be approved by the Owner's Representative.

A. No planting shall begin until test results confirm the agricultural suitability of the topsoil. Contractor is responsible for all third-party independent laboratory testing expenses.

B. Testing methods should comply with the United States Department of Agriculture handbook publication No. 60, methods of soil analysis published by the Soil Science Society of America and peer-viewed methods published in scientific journals. Evaluations and recommendations should be based on University of California publications and peer-viewed articles published in) scientific journals.

C. Soil test: contractor shall have import soil and on-site soil tested for fertility, agricultural suitability, and appraisal by Wallace Labs, Soil and Plant Laboratory Inc., or alternative lab as approved by the Owner's Representative.

D. The test results shall provide the following information:

1. Date of testing
2. Project name
3. The contractor's name
4. Source of materials and supplier's name
5. Estimate of quantity needed in cubic yards
6. Soil gradation
7. Soil permeability
8. Toxic elements
9. Chloride content
10. Ph
11. Ece (electrical conductivity)
12. Sar (sodium absorption ratio)

13. Organic content
14. Water-soluble nutrient levels
15. Recommendations for adding amendments, chemical corrections, or both. Laboratory shall provide interpretation and recommendations for correction of nutritional deficiencies/excesses and potential toxicities.

800-1.2.5 Organic Mulch.

DELETE in its entirety and SUBSTITUTE with the following:

1. Organic mulch shall be designated by Type in accordance with the requirements herein.
2. Unless otherwise approved, mulch shall be packaged in bulk.
3. Organic mulch materials shall be free of seed, debris, and deleterious materials as certified by the Supplier and shall be as follows:
 - a) Organic Mulch shall be:
 - i. Organic Mulch shall have the following characteristics:
 - Forest Mulch: from Agri Service
<https://agriserviceinc.com/product-cut-sheets/>
 - Pre-Approved Equal with documentation that it meets the requirements of SB 1383.
 - ii. Organic Mulch installation:
 - Install mulch evenly at uniform 3” depth in planting watering basins, around trees (except in the DG areas) and shrubs.
 - Provide 4-inches of horizontal clearance away from the collar of tree trunks, 3-inches of horizontal clearance away from the collars of shrubs and ornamental grasses, and 2-inches of horizontal clearance away from the basal stem of ground covers.

800-1.2.6 Stabilized Decomposed Granite

ADD the following:

- a) Stabilized Decomposed Granite shall be in the color and size specified in the Contract Documents, sheet L1.02.

800-1.4.1 General. DELETE in its entirety and SUBSTITUTE with the following:

1. Plants shall be inspected and approved by the Owner’s Representative prior to planting at the time of arrival to the job site. Prior to 15 Working Days before installation, the contractor shall submit photos of all proposed plants to be used in accordance with 3-8.4, “Supporting Information”.

2. Plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pests, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.
3. Plant materials shall not contain any deleterious, obnoxious, or invasive weeds such as (not all inclusive): Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Bindweed, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel and/or Bromegrass.
4. All plants shall equal or exceed any measurements specified and shall be supplied from the source indicated when a source is specified.
5. Tree trunks shall be sturdy and well “hardened off”.
6. Plants shall have normal well-developed branch systems and vigorous and fibrous roots systems which are neither root nor pot bound and are free of kinked or girdling roots.
7. Other than the normal side pruning during the growth period, pruning shall not be done prior to inspection at the nursery. At no time shall the plant materials be pruned, trimmed, or topped prior to delivery, and any alteration on the site of their shape shall be conducted only with the approval and in the presence of a certified arborist.
8. The scientific and common names of plants specified shall conform to the approved names given in WUCOLS (California Plant Database, as developed by the University of California Cooperative Extension), and/or UFEI (Urban Forestry Ecosystems at Cal Poly).
9. When delivered on site, each group of plant materials shall be labeled clearly from the nursery source as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a proper plant patent attached. Any plants which are not labeled or are not as indicated on the Plans and Specifications shall be rejected and shall be removed from the site immediately.
10. Inspection of plant materials: Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work for size, variety, condition, latent defects, and injuries. Rejected plants shall be removed from the project site immediately.
11. Inspection of plant materials required by Owner’s Representative, City of Holtville, state, and/or federal authorities, and/or other regulatory agencies, shall be the responsibility of the Contractor. When necessary, the Contractor shall have secured permits or certificates prior to delivery of plants at site.
12. Rejection and substitution: All plants not conforming to the requirements herein specified and/or as indicated on the drawings shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and be immediately removed from the site of the work and replaced with acceptable plant materials. Under no condition will there be any substitution of plant species, variety, or reduced size for those listed on the accompanying drawings, except with the express written consent of the Owner’s Representative.

13. Right to changes: The Owner's Representative reserves the right to change the plant species, plant variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid. The Contractor shall be notified in writing sixty (60) days before the planting operation has commenced. Field changes to the plant species, plant variety, and/or sizes of plant material might be required due to current availability and shall be coordinated with the Owner's Representative. Changes in the size and/or variety of any plant to be furnished which involve a reduction or addition in cost shall be adjusted in the contract cost.
14. Container stock: Shall have grown in containers for at least six (6) months and through one (1) full growing season, but not over two (2) years. Samples shall be shown to prove that no girdled roots, circled roots, and/or root-bound conditions are present. Any such trees or shrubs shall be deemed not acceptable. All container plants or trees that have a cracked or broken rootball when taken from the container shall not be planted except on special approval from the Owner's Representative.
15. Groundcover plants shall be grown in five (5) gallon pots, one (1) gallon pots, flats, or other approved containers, variety and sizes as indicated on the planting plan and legend. Flat grown plants (rooted cuttings) shall remain in those flats until transplanting. The soil in the flats shall contain sufficient moisture so that it will not fall apart when lifting the plants. Flat grown plants shall be fully rooted, with top vegetation that is not overgrown in relation to the size of the flat. Plants shall be protected at all times to prevent drying of the root ball.
16. Root condition: The Owner's Representative reserves the right to inspect root condition of any species, particularly those grown from seed, and if found defective, to reject the plants represented by the defective sample.
17. Protection: All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, and from all other injury. All plants determined by the Owner's Representative to be wilted, burned, or dried out, may be rejected at any time, whether in the ground or not. All plants shall be handled solely by their containers and all plants that have been handled by the stem or trunk shall be rejected and removed from the site immediately. The Contractor's on-site plant storage area shall be approved by the General Contractor prior to the delivery of any plant materials.

800-1.4.2 Trees. ADD the following:

1. Trees shall have a uniform trunk taper from the base of the tree, continuing up the main leader.
2. Trees with naturally occurring central leaders shall remain un-pruned or unaltered from the nursery.
3. Trees Planted in Decomposed Granite Areas.

- a) Trees shall be spaced to permit the most effective use of mechanized maintenance equipment and operation of the irrigation system.
- b) Tree trunks shall have a minimum of 12 horizontal feet between other trees and vertical objects at time of installation.
- c) Provide an inorganic mulched area around the base of the tree, sized per plans; there shall be no mulch within four inches (100 mm) of the tree trunk.

800-1.5.3 Tree Stakes. DELETE in its entirety and SUBSTITUTE with the following:

ADD:

1. The tree support stakes shall be 10 feet (3 m) minimum length by two-inch (50 mm) diameter lodgepole stakes.
2. Tree stakes shall be of Lodgepole Pine
3. Stakes shall have straight shafts, shaved, and cut clean, and bare of branches and stubs. Stakes shall be of uniform thickness throughout length, with a minimum diameter of 2- inches, free of loose knots, splits, or bends. One end tip shall be tapered to allow ease of installation.

800-1.5.4 Tree Ties.

1. Tree ties shall be manufactured of virgin flexible vinyl meeting ASTM-D412 standards for tensile and elongation strength. Material shall be black or ultraviolet resistance.
2. Tree ties shall be manufactured with a double back locking configuration and secured to stakes with galvanized nail(s) to prevent slippage.
3. Tree ties shall elongate with the tree growth and shall prevent damage to the tree.
4. Tree ties shall be rubber tree ties looped in a “figure eight”, or approved equal.

ADD:

800-1.6 Tree Observation Tube.

1. Products:
 - a) Contractor shall install a minimum of two (2) tree observation tubes for 24" box trees or larger. Trees less than 24" box will have a minimum of one tree observation tube installed.
 - b) Contractor to refer to San Diego Regional Standard Drawings detail for observation tube, and landscape plans for tree quantities and sizes.
 - c) Tree observation tubes shall be 4-inch rigid, perforated PVC pipe wrapped with filter fabric, tied with wire, and topped with a drain grate.
 - d) Pipe shall be Hancor Dual Wall perforated pipe or approved equal.

- e) Filter fabric at tree observation tubes shall be non-woven polypropelene with a weight of 4.5 ounces per square yard, grab strength of 120 pounds, tensile elongation of 55%, burst strength of 210 psi, tear strength of 50 pounds, and puncture strength of 70 pounds.
- f) Caps for tree observation tubes shall be plastic drain grates, black in color, flat, and 4-inch in size. Fasten to pipe per San Diego Regional Standard Drawings
- g) Gravel for tree observation tubes sump shall be clean, thoroughly washed, crushed rock or gravel, three-quarter inch (3/4") in size, and free from sticks, debris, or other deleterious materials.
- h) Tree observation tube components are to be listed as part of the product submittals and must be approved prior to installation.

2. Installation:

- a) Install tree observation tubes as per construction detail at all trees, on directly opposite sides of the tree root ball.
- b) Ensure that observation tubes are installed at the depth shown on the construction detail.
- c) Observation tube hole below tree rootball shall be augered to a 12-inch width minimum.
- d) Observation tubes shall be set vertical (plumb) in the augered hole.
- e) Wrap observation tubes with filter fabric.
- f) Backfill hole around observation tubes below tree rootball with gravel. Do not fill observation tubes with gravel.
- g) Cap observation tubes with plastic drain grates.

ADD:

800-1.7 Tree Root Barrier.

1. Product:

- a) Polyethylene (0.08 inch thick) or polypropylene (2.032 - 2.16 mm thick), with self-locking joiners, 1/2" raised 90-degree molded root deflecting ribs, ground lock tabs, double top edge, UV inhibitors, 24" height barrier unless otherwise stated. Root barrier by Deep Root, 101 Montgomery Street, Suite 2850, San Francisco, CA 94104, 415-781-9700, or approved equal.

2. Installation:

- a) Install root barrier as per manufacturer's recommendations.
- b) Root barrier shall be installed where trees are planted within ten feet (10') of paving or other hardscape elements or wet utilities (such as walls, curbs, walkways, etc.).

- c) Root barrier shall be aligned vertically and run in a linear fashion, along and directly adjacent to paving or other hardscape elements or wet utilities to be protected.
- d) Install root barrier along the edge of paving or hardscape element for a distance of 10 feet (10') in each direction from the tree trunk, for a total of twenty feet (20') per affected tree, min., and as shown in plans. Where trees are closer than ten feet (10') apart, a single continuous piece of root barrier shall be used. The Owner's Representative may allow for alterations to the root barrier in order to accommodate necessary root locations based upon an arborist report.
- e) Root barrier shall not surround root ball of tree at any time except where trees are surrounded by paving (as in courtyard tree groves).
- f) Tops of root barriers are to be 1/2" above finish grade of soil, with no portion visible above mulch.
- g) Do not damage root barrier during construction activities.
- h) Fasten root barrier panels together at splices with zipper joining system.

ADD:

800-1.8 Landscape Filter Fabric.

- 1. Product:
 - a) Geotextile filter fabric shall be a nonwoven geotextile composed of polypropylene fibers, formed into a stable network such that fibers retain their relative position.
 - b) Geotextile filter fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
 - c) Geotextile filter fabric shall block 95% of weed growth and be permeable to air, water, gasses and fertilizer.
 - d) Geotextile filter fabric shall be Mirafi #140N, as manufactured by Mirafi Construction Products, Inc. 365 South Holland Drive, Pendergrass, Georgia 30567, (706) 693-2226, or approved equal.
 - e) Geotextile filter fabric shall have the following characteristics:
- 2. Installation:
 - a) Place the geotextile filter fabric over the base course or compacted soil so it is smooth and wrinkle free
 - b) Overlap filter fabric rolls by 6" min. at fabric roll edges.

ADD:

800-1.9 Pesticides & Herbicides.

1. Products:
 - a) General: Pesticides and herbicides shall be registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides/herbicides unless authorized in writing by authorities having jurisdiction.
 - b) All Pesticides, herbicides and other chemicals used shall be reviewed and approved by the Owner's Representative prior to purchase or use.
 - c) Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer. Pre-Emergent Herbicide shall be Ronstar 2G as manufactured by Bayer Environmental Science, Canada (888 283-6847) or approved equal.
 - d) Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated. Post-Emergent Herbicide shall be non-toxic, eco-friendly herbicide such as A.D.I.O.S. Selective Organic Weed control or approved equal.
2. Application:
 - a) Apply pesticides/herbicides and other chemical products and biological control agents in accordance with manufacturer's written recommendations.
 - b) Coordinate applications with Owner's Representative operations and others in proximity to the Work.
 - c) Notify Owner's Representative before each application is performed.
 - d) No restricted pesticides shall be used.
 - e) Pre-Emergent Herbicides (Selective and Non-Selective): Apply to all tree, shrub, and groundcover areas in accordance with manufacturer's written recommendations. Do not apply to seeded or hydroseeded areas.
 - f) Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

ADD:

800-1.10 Erosion Control Matting.

1. Jute Netting.
 - a) Product:
 - i. Jute netting shall be of open weave with approximately 1 inch x 1 inch (25.4 mm x 25.4 mm) mesh. It shall be manufactured from loosely twisted jute yarn varying in thickness no more than half its normal diameter.

- ii. Matting shall be made smolder resistant by treatment with chemicals which are non-leaching and non-toxic to vegetation. An identification mark to differentiate it from untreated jute cloth shall be present.
- iii. Jute netting shall be Grow Organic Jute Netting or approved equal product.

b) Installation:

- i. Slopes equal to and greater than 2:1 are to be stabilized with jute mesh or erosion control matting.
- ii. Prepare soil as noted in this specification.
- iii. Unroll jute from top of slope to bottom. Secure at top of slope by toeing jute in 6" deep. Reinforce with a row of at least five staples, spacing each about a foot apart, and covering with soil.
- iv. Place staples throughout to secure matting to ground. Staples must be driven flush with soil surface.
- v. Overlap edges of rolls 6", minimum. Securely staple the two layers to the ground.
- vi. Install jute mesh loosely - do not stretch.
- vii. Check slots may be needed on steep slopes to prevent subsurface erosion.
- viii. Dig 6" deep trench perpendicular to water flow.
- ix. Drop two or three folds of fabric in the slot.
- x. Staple fabric securely in bottom of trench and continue rolling downhill.

2. Fiber Rolls.

a) Product:

- i. Fiber rolls will be composed of biodegradable straw fibers stuffed in a photodegradable open weave netting.
- ii. Fiber rolls shall be manufactured from rice straw and be wrapped in tubular-type plastic netting.
- iii. The plastic netting shall have a strand thickness of 0.03 inch, a knot thickness of 0.055, and a weight of 0.35 ounce per foot (each +/- 10%). Plastic netting shall be made from 85% high-density polyethylene, 14% ethyl vinyl acetate, and 1% color for UV inhibition.
- iv. Fiber rolls shall be 9-inches in diameter (+/- one inch), 25 feet long (+/- 0.5 feet) and weigh approximately 35 pounds (+/-10%).
- v. Fiber rolls shall be manufactured by California Straw Works or approved equal.
- vi. Contractor must supply a sample of product for review as part of submittal prior to ordering and installation.

- vii. Stakes shall be fir or pine and shall be a minimum of 1-inch by 1-inch by 24- inches (1 " x 1" x 24") in length.
- b) Installation:
- i. Install fiber rolls as per manufacturer's recommendations. The manufacturer's recommendations take precedence over other specifications.
 - ii. Erosion control/sediment control fiber rolls shall be installed on all slope areas with gradients of four-to-one (4:1) or steeper from top of slope area to toe of slope area.
 - iii. Fiber rolls shall be installed at the following vertical spacing approximately parallel along the contours of the slope (shown in gradients):
 - One-to-one (1:1) slopes = 10 feet apart
 - Two-to-one (2:1) slopes = 20 feet apart
 - Three-to-one (3:1) slopes = 30 feet apart
 - Four-to-one (4: 1) slopes = 40 feet apart
 - iv. Fiber rolls shall be joined tightly together to form a single linear roll that is installed approximately parallel to the slope contour.
 - v. Fiber rolls shall be installed before installation of hydroseed application.
 - vi. Furrows shall be constructed at a slight angle to the slope contour to a depth of 2 to 5-inches, and at a sufficient width to hold the fiber rolls. Soil from excavating the furrows can be placed on the uphill, or flow side, of the furrow to be used during installation.
 - vii. Fiber rolls shall be installed in the furrows, with the first row installed at the lowest point of disturbance. No daylight shall be seen under the fiber rolls. Pack soil from trenching the furrow against the fiber rolls on the uphill side.
 - viii. Individual fiber rolls shall be placed with adjacent ends butted firmly to each other to create a continuous linear roll.
 - ix. Fiber rolls shall be staked with 24-inch wood stakes at 4 feet on center, and 5-inches from the end of each individual roll. Stakes shall be driven through the middle of the fiber roll, leaving 2 to 3-inches of the stake protruding above the fiber roll. A heavy sediment load might pick up the fiber roll and pull it off the stakes if they are driven down too low.
3. Erosion Control Matting.
- a) Product:
- i. Erosion control matting shall be a fiber mat product composed of 70% wheat straw and 30% mattress grade coconut fiber, mechanically bound and covered on both sides with netting.

- ii. The bottom netting shall be a lightweight photodegradable polypropylene with mesh openings of approximately three-eighths -inch (3/8") by three-eighths-inch (3/8").
 - iii. The top netting shall be a lightweight photodegradable polypropylene with mesh openings of approximately five-eighths-inch (5/8") by five-eighths-inch (5/8").
 - iv. Typical roll length = one-hundred-and-twenty-feet (120'), typical roll width = seven-and-a-half-feet (7.5').
 - v. Product to have a minimum observed functional longevity of one (1) year for non-shredding or decomposition.
 - vi. Erosion control matting shall be Landlok BonTerra CS2, or approved equal.
 - vii. Contractor must supply a sample of product for review as part of submittal prior to ordering and installation.
- b) Installation:
- i. Erosion control matting or jute netting shall be installed on all slope areas that are two-to-one (2:1) gradient or steeper, from eight-feet (8') beyond the top of slope area and eight-feet (8') beyond the toe of slope area, unless otherwise defined on plans.
 - ii. Install erosion control matting as per manufacturer's recommendations.
 - iii. Erosion control matting shall be installed after installation of trees, shrubs, and ground cover. The manufacturer's recommendations take precedence over other specifications.
 - iv. The spacing distance and procedures for pins or staples for anchoring matting to the soil shall be in accordance with manufacturer's recommendations.
4. Staples.
- a) Staples for erosion control matting shall be 11-gauge galvanized steel staples with 6 inch (152.4 mm) minimum length.
 - b) Install at 24" on center throughout erosion control matting and jute netting and at seams.

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

ADD the following:

1. Schedule 40 and Class 315 pipe shall be used for continuously pressurized pipe on the supply side of control valves as shown on the Plans. Use Schedule 40 pipe for 1-1/2" main line and Class 315 pipe for main line sizes 2" and larger.
2. Schedule 40 pipe shall be used for installation on the discharge side of control valve (lateral lines).

3. Fittings and couplings for plastic pipe shall be threaded or slip-fitted tapered socket solvent weld type. Threaded female adapters shall be provided with socket pipe for connections to threaded pipe. Plastic pipefitting and coupling shall be PVC I or PVC I/II material. The type of plastic material and schedule size shall be indicated on each fitting or coupling.
 - a) All fittings on pressurized main lines shall be Schedule 80.
 - b) All threaded fittings shall be Schedule 80.
 - c) Slip fittings for non-pressure lateral lines shall be Schedule 40.
4. Fittings and couplings shall comply with the following table:

SCHEDULE	SOCKET FITTING	THREADED FITTINGS
40	ASTM D2466	ASTM D2466
80	ASTM D2467	ASTM D2464

ADD:

800-2.1.3.1 Pipe Primer and Glue.

1. Refer to 207-17.3.3, “Solvent Cement Joints”.

ADD:

800-2.1.3.2 Pipe Sleeves.

1. Pipe sleeves shall be Schedule 40 pipe and shall be 2 times the diameter of the pipe being sleeved with a minimum size of 2”. Pipe sleeves shall extend 12” beyond the edge of hardscape and shall be required when wires and pipes cross under streets, driveways, walkways, and access paths. Pull boxes shall be located over the terminus of the sleeve.

ADD:

800-2.1.6 Concrete Thrust Blocks.

1. Refer to 201-1.1.2, “Concrete Specified by Class and Alternate Class”.

800-2.2.3 Manual Control Valves.

DELETE in its entirety and SUBSTITUTE with the following:

800-2.2.3 Manual Control Valves.

1. Manual control valves shall be heavy-duty PVC, full-bore type as specified on the plans.

800-2.2.4 Remote Control Valves.

DELETE in its entirety and SUBSTITUTE with the following:

1. Remote control valves shall be:
 - a) Electrically operated with DC-solenoid and battery-operated controller. Specified DC solenoid compatible with valve shall be ordered separately from valve.
 - b) Brass or bronze with accurately machined valve seat surfaces.
 - c) Equipped with flow control adjustment and capability for manual operation.

800-2.2.6 Quick-Coupling Valves and Assemblies.

DELETE in its entirety and SUBSTITUTE with the following:

1. Quick coupling valves shall be brass or bronze with self-closing valves and shall be supplied in 3/4-inch size, unless otherwise specified.
2. When a quick-coupler assembly is specified, it shall consist of the valve, quick-coupler lid key, quick-coupler key and hose swivel ell.
3. Quick coupler shall have a yellow locking rubber cap.

800-2.2.7 Valve Boxes.

DELETE in its entirety and SUBSTITUTE with the following:

1. Valve boxes and covers shall be plastic, of superior commercial quality, tan in color, marked "IRRIGATION".
2. Covers shall be solid, one-piece T-cover type, plastic with stainless steel bolts and washers.

ADD:

800-2.2.8 Anti-drain Check Valve.

1. Anti-drain check valves shall be provided on each drip emitter.
2. Anti-drain check valves on sprinkler heads and bubblers shall be installed on the swing joint assembly below the irrigation head unless the irrigation head specified has an integral anti-drain check valve or site conditions warrant additional protection as determined by the Owner's Representative.

800-2.4 Sprinkler Equipment.

DELETE in its entirety and SUBSTITUTE with the following:

1. Sprinkler heads, bubbler heads, and nozzles shall be of the types and sizes shown on the Plans. Equipment of one type and flow characteristics shall be from the same manufacturer and all equipment shall bear the manufacturer's name and identification code in a position where they can be identified in the installed position.

2. Fixed heads and bubbler heads shall have fixed flow and pressure compensating, with check valves to stop low head drainage.
3. Heads used for modifications/repairs shall match the equipment manufacturer, model, nozzle type and performance characteristics on the irrigation zone attached to.

ADD:

800-2.4.1 Low Flow Irrigation Equipment.

800-2.4.1.1 Pressure Regulator/Filter Combination Unit.

1. Pressure regulator/filter combination units shall be as indicated on the Plans. The pressure regulator shall be pre-set to the manufacturer's specifications. The filter shall be a basket type or "wye" type with a stainless-steel screen. The unit shall be serviceable without removal of the unit from the drip valve assembly. The inlet size shall be 1". The pressure regulator/filter combination unit along with the remote-control valve shall fit within a standard plastic valve box.

800-2.4.1.3 Flush Valve.

1. Flush valve shall be assembled with components as indicated in the details.

ADD:

800-2.5 Extra Equipment to Be Furnished.

1. The contractor shall provide the following to the Owner's Representative prior to the final Acceptance, unless otherwise specified on the Plans or Special Provisions:
 - a) Five (5) irrigation heads with nozzles of each type used for every irrigation head installed.
 - b) Two (2) sets of special tools required for removing, disassembling, and adjusting each type of sprinkler head and valve installed.
 - c) Two (2) sets of valve keys for every shut-off valve installed.
 - d) Two (2) sets of keys and hose swivel ells for each locking valve box and locking quick coupler installed.
 - e) Two (2) sets of valve keys for every 20 quick coupler assemblies installed or portions thereof.

800-3.2.1 Conduit.

DELETE in its entirety and SUBSTITUTE with the following:

1. Rigid non-metallic conduit shall conform to the requirements of the UL Standard for Rigid Non-Metallic Conduit, Publication UL 651 (PVC Schedule 80) and UL 651B (HDPE). Rigid non-metallic conduit connections shall be of the solvent weld type. For underground installation, conduit shall be UL approved heavy wall polyvinyl chloride (PVC Schedule 40) unless specified otherwise on the Plans or Special Provisions.

800-3.2.2 Conductors.

ADD the following:

1. A manufactured weatherproof plastic identification tag showing the irrigation controller and station shall be affixed to the colored conductor wire in each valve and pull box.

ADD:

800-3.2.2.1 Wire Connectors.

1. Wire connectors for direct burial irrigation control wires of 30 volts or less shall be capable to accommodate #18-, #14-, #12- and #10-gauge wire sizes and shall be designed to ensure waterproof connections. The wire connector kit shall contain a UL and CSA listed wire nut, polyethylene connector body, and polyethylene connector plug. The connector plug shall be filled with non-hardening sealant immediately prior to assembly of the wire connector to fully waterproof the connection.
2. Wire connectors shall be installed in accordance with the manufacturer's recommendations. Wire and connections shall be inspected by the Owner's Representative prior to placement into the wire connector and sealant.
3. Wire in pull boxes shall be loose and shall not come within 3" from the lid. Boxes shall be sized accordingly to accommodate this requirement.
4. All unused, bare wire ends shall have a waterproof wire connector installed on the end.

ADD:

800-3.2.2.3 Trench Marker Tape.

1. Trench marker tape for irrigation for mainlines shall be detectable type, with blue lettering and state "IRRIGATION", and shall be 3 inches wide and consist of a

minimum 5.0 mil overall thickness with a 0.35 mil solid aluminum foil core. Marker tape shall be acid, alkaline and corrosion resistant. Lettering shall be 1” height minimum.

800-3.3 Controller Unit

ADD the following:

1. Controller shall be battery-operated, station size chosen to accommodate the number of remote-control valves in each separate valve manifold.
2. Provide new battery for each controller.

ADD:

800-3.4 Pull Box Materials.

1. Valve boxes and covers shall be plastic, of superior commercial quality, tan in color, marked “IRRIGATION”.
2. Covers shall be solid, one-piece T-cover type, plastic with stainless steel bolts and washers.

800-4.1 General.

ADD the following:

1. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.
2. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Owner’s Representative. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.
3. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as specified herein immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

4. Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Owner's Representative. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Owner's Representative. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by Owner's Representative.

SECTION 801 – INSTALLATION

801-1 GENERAL.

DELETE in its entirety and SUBSTITUTE with the following:

1. This section includes specifications for the preparation, planting, and irrigation system construction for landscape areas shown on the Plans.
2. Unless otherwise specified, walls, curbs, planter boxes, walks, irrigation systems, and similar improvements shall be constructed following rough grading and before landscaping and irrigation work.
3. Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before topsoil placement. Preliminary operational tests of the automatic control system and coverage tests shall be performed after topsoil placement.
4. Trees or shrubs which have been identified to remain as shown on the Plans shall be protected in accordance with Section 400-3, "Tree Protection During Construction".

801-1.1 GENERAL

ADD the following:

Existing Irrigation System Check and Test, and Protection.

1. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by the Owner's Representative unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
 - a) Notify Owner's Representative no fewer than seven (7) days in advance of proposed interruption of water service.
 - b) Do not proceed with interruption of water service without Owner's Representative's written permission.
 - c) Obtain Owner's Representative written approval of exact length of time for each shut off or work session.
 - d) Notify Owner's Representative when temporary interruption of water service has been completed.

2. Contractor shall coordinate directly with Owner's Representative for access to existing controllers, and prior to any demolition work, verifying with Owner's Representative the location and operational status of existing stations and systems affected by new construction. Verify with Owner's Representative the work to provide watering for those stations with a 3 days maximum delay interruption. Contractor shall repair, replace, and add any irrigation equipment or pipelines to reconnect service for the existing station valves affected by new construction.
3. Work to take place includes connection to sections of existing mainline pipe. This work may affect the existing irrigation systems within and outside the construction area. Contractor shall take utmost caution not to disturb existing irrigation systems. Where disturbed, Contractor shall repair or replace existing system to the satisfaction of the Owner's Representative.
4. Contractor shall observe existing adjacent irrigation systems with Owner's Representative to determine state of condition and operation.
5. Contractor shall field identify with the Owner's Representative, and provide written documentation on the irrigation plans for all existing irrigation systems / components to be protected in place. Note the irrigation equipment, and fully expose pipeline tie-in locations for approval by the Owner's Representative before any work begins.
6. Prior to the commencement of any construction activities, the Contractor shall erect a 6-foot-high chain link fence around the water tie in location to protect the entire area within the construction zone from outside access.
7. No material shall be stored, nor shall equipment be permitted within the site area outside the construction area limits.
8. No interruption of water service and automatic electrical operation of the systems shall be permitted without prior written agreed upon day(s) and time(s) approved by the Owner's Representative.
9. Failure to properly protect the existing irrigation system may result in charges against Contractor's account based on the assessed value of work to perform and damages valued by the Owner's Representative.
10. Contractor shall comply with all irrigation system protection and coordination notes on the plans.

801-1.3.2 Site Access.

The Contractor shall not close or obstruct roadways, drive isles or other access lanes without the written approval of the Owner. The Contractor is cautioned that portions of the site will remain open to the general public and Owner's employees,

personnel, vendors, etc. The Contractor shall exercise extreme care to protect the health and safety of these users. The Contractor shall be responsible for the erection of warning lights and barricades in areas in which the Contractor's construction activities may pose a health threat.

ADD:

801-1.5 Tree Trimming.

Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the Owner's Representative. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

801-2.2.1 General.

ADD the following:

1. The soil shall be prepared in accordance with the recommendations of the soil analysis test results and recommendations for all planting areas.

801-2.2.2 Fertilizing and Conditioning Procedures.

DELETE in its entirety and SUBSTITUTE with the following:

1. All planter areas shall be deep-ripped and loosened to a depth of 12-inches in all directions.
2. All sub-surface rocks over 2-inches in diameter and other underground obstructions shall be removed to the depth necessary to permit proper fine grading, tilling, or planting according to the plans and specifications to a minimum depth of 12-inches.
3. The planting area shall be brought to finish grade before spreading the fertilizers or soil conditioning materials specified in the soil test recommendations.
4. If leaching is required per the recommendations of the soil test recommendations, amendments shall be blended into the soil prior to leaching with the exception of soil conditioner, gypsum, soil sulfur, iron sulfate, and pre-plant fertilizer. Leaching shall be performed until analysis results are in compliance with agriculture suitability standards. Soil amendment materials shall be uniformly spread at the prescribed rate as recommended in the soil test recommendations.

5. The quantities of materials necessary for the planting areas shall be at the Work site and verified by delivery tickets furnished to the Owner's Representative before spreading.
6. After spreading, the soil amendments shall be cultivated into the upper 12 inches of soil by suitable equipment operated in at least 2 directions at right angles.
7. Contractor shall apply the amendments below to all planter areas, per recommendations provided in the soils report (see Section 800-1.2.4).
8. The resulting soil shall be in a friable condition.
9. All planting areas shall be fertilized in a uniform manner at the application rate identified in the soil analysis recommendations.
10. Fertilization of turf areas shall be accomplished by uniformly spreading 50% of the specified quantity in one direction. The remaining 50% of the fertilizer quantity shall be spread perpendicular to the previous direction, immediately after the initial application. Each of the applications shall be spread uniformly in parallel, overlapping passes, to provide uniform results.

801-2.3 Finish Grading.

DELETE in its entirety and SUBSTITUTE with the following:

1. Finish Grading shall provide a smooth, uniform surface plane with loose, uniformly fine texture. Roll, drag and rake to remove ridges, and fill depressions to meet finish grades. Rake out and remove all rocks and material 1/2-inch size and larger. Prior to approval, remove ridges greater than 1/2 inch and fill depressions greater than 1/2 inch within a 100 sq. ft. (10-foot x 10-foot) area.
2. Finish grades shall be as indicated on the plans, see Sheet LP-005 for Finished Grade Adjacent to Hardscape Detail.
3. Molding and rounding of the grades shall be provided at all changes of slope.
4. Take every precaution to protect and avoid damage to new and existing sprinkler heads, irrigation lines, and other underground utilities during grading and conditioning operations.
5. Finish grades shall be acceptable to Owner's Representative before planting operations begin.
6. Finish grade shall ensure positive drainage of the site with all surface drainage away from buildings, other structures, and walls with flow towards storm drains and catch basins.
7. General planting areas shall be graded with no less than 2 percent surface slope for positive drainage.
8. Compact blended planting soil to 80 percent minimum to 85 percent maximum of maximum Standard Proctor density according to ASTM D 698 unless otherwise shown on Plans.
9. The finish grade adjacent to paving, curbs, or headers shall be one (1) inch lower in lawn areas and two (2) inches lower in planting areas, see Sheet LP-005 for Finished Grade Adjacent to Hardscape Detail.

801-4.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally acceptable practice.
2. The types, sizes, and quantities of plant materials shall be as specified in the Special Provisions or shown on the Plans.
3. All plants shall be reviewed and approved prior to planting, including plants previously approved at the nursery. The contractor shall be responsible for the condition of all plants, planted or otherwise, until the completion of the Work.
4. Planting shall be performed with materials, equipment, and procedures favorable to the optimum growth of the plants and in compliance with these procedures.
5. Except as noted for specimen planting, all planting shall follow the completion of the irrigation system.
6. Soil shall be fertilized, and all soil leaching completed prior to planting per the recommendations of the soil analysis results.
7. Application of the pesticides and herbicides shall be as specified in the Special Provisions.

801-4.2 Protection and Storage.

ADD the following:

1. The Contractor's on-site plant storage area shall be approved by the Owner's Representative prior to the delivery of any plant materials. Any plant determined by the Owner's Representative to be wilted or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.
2. Sun sensitive plants shall be stored in the shade or screened from the sun.

801-4.3 Layout and Plant Location.

DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to planting, perform a detailed layout within the planting areas to be approved by the Owner's Representative.
2. The first row of plants in areas designated for center-to-center spacing of plants shall be located at one-half of designated spacing from the edge of the area unless specified otherwise on the Plans or Special Provisions.
3. Plants shall be located to prevent irrigation blockage.
4. Layout of trees: All trees 24" box size and larger shall be placed in the landscape per the direction of the Owner's Representative prior to installation of irrigation system. The trees shall then be moved so that planting holes can be excavated and amended. The trees shall then be installed Owner's Representative their

respective holes and positioned in the holes per direction of the Owner's Representative.

5. Layout of planting: Locations shall be approved by the Owner's Representative. All container plants shall be set by the Contractor in their final location in their respective containers prior to digging holes and/or planting. All plant locations shall be checked for possible interference with existing underground utility lines.

801-4.5 Tree and Shrub Planting.

DELETE in its entirety and SUBSTITUTE with the following:

1. Planting holes shall be the depth of and twice the width of the plant container or ball and shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.
2. Plant holes shall not be augured. This produces a smooth wall that deters lateral root growth. Smooth edges shall be scarified prior to planting.
3. Excavate circular planting pits. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
6. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
7. Excavation shall include the stripping and stacking of all acceptable soil encountered within the areas to be excavated for plant pits and planting beds. Protect all areas that are to be trucked over and upon which soil is to be temporarily stacked pending its re-use for the filling of holes, pits, and beds.
8. Maintain supervision of excavations during working hours.
9. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
10. Subsoil and topsoil removed from excavations may be used as planting soil. Amend any excavated soils per the soils report prior to use.
11. Obstructions: Notify Owner's Representative if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
12. Hardpan Layer: Drill 6-inch diameter holes, 24-inches apart, into free draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

13. Drainage: Notify Owner's Representative if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
14. Fill excavations with water and allow to percolate away before positioning trees and shrubs.
15. Containers shall be removed in such a manner that the roots are not injured. Balled plant wrappings shall be loosened or cut back after the plant is positioned in the planting hole.
16. The native soil at the bottom and sides of planting holes shall be scarified.
17. Prepared backfill mix for shrub planting shall consist of 20% to 40% by volume of organic soil amendments mixed with native soil, depending on soil conditions at each site, as approved by the Owner's Representative. On projects requiring soil analysis of native soil, backfill mix shall be determined by the recommendation of the soil analysis results and as approved by the Owner's Representative.
18. Planting installation shall conform to the following requirements:
 - a) The bottom of the planting pit shall be compacted.
 - b) Carefully remove root ball from container without damaging root ball or plant.
 - c) Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
 - d) The plant shall be set at the approximate center of the hole and plumb so that the crown of the plant is 1 inch above finish grade.
 - e) Backfill shall be added in 6-inch lifts and shall be hand tamped to finish grade.
 - f) Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - g) Use planting soil with the heretofore specified amendments for backfill.
 - h) Do not cover the top of the rootball with backfill soil, which might create soil interface conflicts and inhibit aeration and gaseous exchange.
 - i) The backfill shall be thoroughly water-settled and additional backfill added to fill any remaining void below finish grade.
 - j) After the water has drained, the specified number of fertilizer tablets shall be placed in the planting hole in the presence of the Owner's Representative. Place planting tablets in each planting pit when pit is approximately one half filled; in amounts recommended in this specification. Place tablets beside the root ball about 1-inch from root tips; do not place tablets in bottom of the hole.
 - k) A circular watering basin shall be constructed at the edge of the tree planting pit. The basin berm shall be 4 inches (101.6 mm) high. The bottom of the basin shall be at approximate finish grade or slightly lower. The specified mulch shall be spread at least 3 inches (76.2 mm) thick in the basin leaving 3 inches (76.2 mm) of clearance around the base of shrubs and 4 inches (101.6 mm) at tree trunks.
 - l) When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the

- downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.
19. Basins of planted container material shall not be planted or seeded.
 20. After planting, the plant shall be plumb, with the root crown 1 inch above finish grade.
 21. Soil moisture level in planting areas at time of planting shall be no less than horticulturally acceptable. The Contractor shall request approval of moisture, and if found to be insufficient for planting, the planting pits shall be filled with water and allowed to drain before starting any planting operations.
 22. Create rootball drainage for all boxed trees by removing the bottom of the box before planting or cutting drainage holes in the bottom of the box, or separating the boards on the bottom after planting, or other approved method.
 23. The Contractor shall be responsible for all surface and subsurface drainage required which may affect his / her guarantee of the trees, shrubs, ornamental grasses, and vines.

801-4.6.1 Method “A” Tree Staking.

DELETE in its entirety and SUBSTITUTE with the following:

801-4.6.1 Tree Staking.

1. Trees shall be staked and tied with the type and length of stake in accordance with these special provisions.
2. All trees and any other plants indicated on the plans shall be staked per detail.
3. (1) stake shall be driven into the ground of the windward side of the tree. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree bark, tree roots or root ball.
4. Tree ties shall be wrapped around the tree trunk and the stake, twisting to form a figure-eight. The tree ties shall be long enough to provide for 3-inches of slack to permit the tree trunk limited movement in any direction. Secure the tree tie with the double-back locking configuration.
5. Secure each tree tie with one galvanized nail driven through the tree tie and into the stake to prevent slippage
6. The staking shall be accomplished by the Contractor in such a manner as to ensure the proper and healthy growth and the safety of the plants, property, and the public.

801-4.7 Ground Cover Planting.

DELETE in its entirety and SUBSTITUTE with the following:

1. Soil preparation and fine grading shall be completed prior to ground cover planting.

2. Ground cover shall be planted in moist soil and spaced as indicated on the Plans. Soil shall be moist within the total root zone of the material being planted.
3. Each plant shall be planted with its proportionate amount of container soil to minimize root disturbance. Soil moisture shall be such that the soil does not crumble when removing plants.
4. Following planting, ground cover areas shall be regarded to restore smooth finish grade and to ensure proper surface drainage. A 3-inch layer of the specified mulch shall be spread within the watering basins unless specified otherwise – see 801-2.5 for required offset between mulch and plant stems.
5. When necessary to prevent plant damage from pedestrian traffic during the initial growing stage, erect temporary protective fencing to be removed at the end of the Plant Establishment Period.
6. Groundcovers shall be planted in the areas indicated on the plans and shall be installed only after all debris and surface rocks 1-inch diameter and larger have been removed from the planting area.
7. If the top 4-inches of soil in the area to be planted in groundcover is not sufficiently moist (horticulturally acceptable standards), the area shall be thoroughly irrigated and no less than 12 hours shall pass before planting.
8. Groundcovers shall be planted in even, triangularly spaced rows, at the intervals called out for in the legend on the drawings, unless otherwise noted.
9. The size of planting excavation for groundcover shall be at least twice the width of the root ball.
10. Each groundcover plant shall be planted with planting tablets as noted in this specification. Planting area shall be hand-smoothed after planting to provide an even and smooth final finished grade. To avoid drying out and damaging groundcover, plants must be irrigated after planting. This may be done manually or by using the installed irrigation system. Repeated applications may be required, especially on a sloping site. This initial irrigation procedure shall continue until the soil profile is thoroughly moistened to field capacity of Holtville a minimum depth of twice the depth of each planting hole.
11. Planting tablets shall be placed in each planting hole at the following rates and per the manufacturer's recommendations (soil report recommendations from soil-testing laboratory supersede application rates in this section, if different):
 - a. One 5-gram tablet per individual liner and flat size plant.
 - b. One 21-gram tablet per 1-gallon container.
 - c. Three 21-gram tablets per 5-gallon container.
 - d. Four 21-gram tablets per 15-gallon container.
 - e. One 21-gram tablet per each 4-inch of box size.

SECTION 801-5 – IRRIGATION SYSTEM INSTALLATION

801-5.1 General.

ADD the following:

1. Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before final finish grade placement. Preliminary operational tests of the automatic control system and coverage tests shall be performed after final finish grade placement.
2. Work on the existing irrigation system including verifying components and their condition, mainline and wire location to be connected thereto, and functional (operational) condition of all components shall be included in the scope of work. A written record of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions.
3. All irrigation systems affected by this work, existing and new, shall be checked for proper operation electrically from the controller with Owner's Representative present. Contractor is responsible for diagnosing and repairing any system components deemed non-functional by the end of construction.
4. Dimensions from two (2) of the nearest permanent reference points for all installed mainline, mainline change of direction, remote control valves, shut-off valves, pull boxes, sleeve crossings under pavement, and replaced pavement sections. Include number and size of all mainline, lateral lines and sleeves where installed. Show lateral lines where installed, including any changes from the plans.
5. Connection location and dimensions from two (2) of the nearest permanent reference points for all new pressure line tie-in locations to existing mainline. Note any sections and locations of abandoned mainline within project limit of work.

801-5.2 Trench Excavation and Backfill.

DELETE in its entirety and SUBSTITUTE with the following:

1. Trenches and other excavations shall be sized to accommodate the irrigation system components, conduit, and other required facilities. Additional space shall be provided to assure proper installation and access for inspection.
2. The bottom of trenches shall be true to grade and free of protruding stones, roots, or other matter which would prevent proper bedding of pipe or other facilities.
3. Trenches and excavations shall be backfilled and compacted so that the specified thickness of topsoil is restored to the upper part of the trench.
4. Trenches through paved areas shall be resurfaced in accordance with 306-13, "TRENCH RESURFACING".

801-5.3.1 General.

To paragraph (2), sentence (2), **DELETE** in its entirety and **SUBSTITUTE** with the following:

To Paragraph (3), ADD the following:

Irrigation mainlines, valves, and supporting equipment shall be located in the planting areas. Unless otherwise specified, no parallel pressure pipelines shall be installed within 1 foot of each other.

801-5.3.3 Plastic Pipeline.

ADD the following:

1. Tees shall be installed horizontally at the connection with the main line.

801-5.5.1 General.

DELETE in its entirety and **SUBSTITUTE** with the following:

1. Mains and laterals, including risers, shall be flushed and pressure tested before installing swing joints and sprinkler heads, after which a water coverage and controller operational test shall be performed.

801-5.5.2 Location, Elevation, and Spacing.

DELETE in its entirety and **SUBSTITUTE** with the following:

1. Irrigation heads shall be installed as noted on the plans unless otherwise directed by Owner's Representative.

801-5.5.3 Riser and Nozzle Line Installation.

DELETE in its entirety and **SUBSTITUTE** with the following:

801-5.5.3 Riser Installation.

1. Risers shall be oriented perpendicular to finish grade.
2. Sprinkler head risers shall be installed as shown on the Plans.

801-5.5.4 Sprinkler Head Adjustment.

DELETE in its entirety and **SUBSTITUTE** with the following:

1. When all sprinkler heads, bubblers and emitters are installed and the irrigation system is operating, each irrigation station shall be checked for correct operation with control valves fully open.

2. No low head drainage shall occur at any time. Repair or replace check valves where not functioning or leaking.

801-5.6 Automatic Control System Installation.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall install a complete automatic irrigation control system including the battery-operated controllers with new batteries, remote control valves with DC-latching solenoids and wiring, and all necessary accessories and connections.
2. Unless otherwise specified, all control wiring shall be direct burial, Type UF, No. 14 AWG copper. Wire splices shall be located in specified valve boxes.
3. Upon completion of the Work, a legible reduced copy of the As-Built irrigation Plans provided by the Owner's Representative shall be color coded by irrigation station, laminated in plastic, and submitted to the Owner's Representative

801-5.7.2.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Pressure testing for leakage shall be performed on newly installed supply lines, pressure mains and laterals. Any existing pipeline that has been connected to for new or repair work shall be observed by the Owner's Representative for leaks. Any leaks shall be repaired to the satisfaction of Owner's Representative.
2. Pressure testing shall be done with all in-line isolation valves, manifold isolation valves, quick coupling valves and remote-control valves installed. All shut-off valves shall be completely open. Remote-control valves shall be completely open with the outlet side capped off.
3. Irrigation lateral line testing (downstream of the control valve) shall be done with all solvent weld fittings in place. Connections for sprinkler head assemblies (swing joint assemblies) shall be capped.
4. Pipelines installed by trenching and backfilling and pipelines which are completely visible after installation shall be tested in accordance with 801-5.7.2.2, "Pipeline Pressure Test Method."
5. Backfilling of trenches shall not occur prior to pressure testing. Center loading of the pipes is allowed provided all joints are completely exposed for observation.

801-5.7.2.2 Method A.

DELETE in its entirety and SUBSTITUTE with the following:

801-5.7.2.2 Pipeline Pressure Test Method.

1. Pressure testing for leakage shall conform to the following procedure:
 - a) Notify the Owner’s Representative at least 24 hours prior to performing a pressure test. Pressure tests shall be performed such that the test periods are within the working hours specified in the Special Provisions. The Owner’s Representative shall observe each pressure test.
 - b) Before any portion of the pipeline on the supply side of a control valve is backfilled, water shall be turned on into that portion of the line and maintained at full pressure as described in the table below from the water source for a period of not less than 4 consecutive hours after air has been expelled from the line.
 - c) Before any portion of the pipeline on the discharge side of control valve is backfilled, a similar test shall be performed, except the test shall be for a period of 2 hours as described in the table below. Leaks that develop in a tested portion of the system shall be repaired. After the leaks have been repaired, the pressure test shall be repeated. Additional repairs shall be made until no leaks occur.
 - d) The constant test pressure shall be as follows:

Pressurized Mains	125 psi	4 hours
Intermittently-pressurized Laterals	100 psi	2 hours

801-5.7.2.3 Method B. DELETE in its entirety.

801-5.7.3 Sprinkler Coverage Test.

DELETE in its entirety and SUBSTITUTE with the following:

3. Prior to requesting the sprinkler coverage test, the contractor shall:
 - a) Verify that all irrigation system components such as controllers and electrical connections are connected, operable and programmed.
 - b) Verify that sprinkler heads have been installed and proper operation and coverage has been achieved.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT.

ADD the following:

1. Mowing of lawn areas shall be as specified in 801-4.8.3 “Sod”
2. After all planting and related Work has been completed in accordance with the Contract Documents, request a pre-maintenance inspection from the Owner’s Representative. All Punchlist items shall be completed prior to the start of the PEP.
3. The PEP shall be as specified in the table below unless otherwise specified in the Contract Documents.

90 Calendar Days	Permanently Irrigated Sod Installations
90 Calendar Days	Permanently Irrigated Plant Installations (Shrubs, Groundcovers, Trees)

4. Unless otherwise specified, the Owner’s Representative will determine that the PEP has been successfully completed when the following conditions have been met:
 - a) Site is erosion free.
 - b) 100-percent container plant survival.
 - c) Zero percent weed and invasive plant cover.
 - d) Best Management Practices (BMPs) are in good condition as determined by the Owner’s Representative.
5. The PEP shall be extended by the Owner’s Representative if additional planting is necessary to achieve the required success criteria above or if other corrective Work becomes necessary.
6. Dead, damaged, unhealthy, and otherwise unsatisfactory plant materials shall be replaced within 2 weeks from the Owner’s Representative notification.
7. Upon completion of the PEP, a final inspection shall be performed by the Owner’s Representative. If the PEP is satisfactorily completed ahead of other Work included in the Contract, the maintenance of planted areas shall be continued until all other Work has been completed.
8. Maintenance shall be performed weekly or as directed by the Owner’s Representative and shall include irrigation inspection and repair, Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 4 weeks in accordance with 801-2.2.2, “Fertilizing and Conditioning Procedures”, pest and fungi control, plant replacement, and mulch replenishment.
9. The contractor is responsible for the scheduling of Work throughout the duration of the Contract. Early installation of landscape planting does not relieve the contractor of planting and irrigation maintenance responsibilities prior to the completion of construction and Final Acceptance by the Owner’s Representative. Should the PEP lapse prior to Final Acceptance, the contractor shall maintain planting until completion and Final Acceptance.

ADD

801-6.1 Warranty & Replacement.

1. Special warranty: All plant material 15-gallon size and larger shall be guaranteed to live and grow in a healthy condition during the Contract Period, Maintenance Period, and for a one (1) year period from the date of final acceptance. The Contractor shall not be held responsible for failure due to neglect by the City of Holtville, vandalism, etc. during the guarantee period. Contractor shall report such conditions to the Owner’s Representative immediately in writing.

2. Special warranty: All plant material smaller than 15-gallon size shall be guaranteed to live and grow in vigorous, healthy, and upright condition for a minimum of ninety (90) days after final acceptance of work (excluding seasonal color if applicable).
3. Special warranty: All sod material shall be guaranteed to live and grow in vigorous, healthy condition for a minimum of (1) year from the date of final acceptance.
4. Replacement: All plants not healthy and in a vigorous growing condition as determined by the Owner's Representative shall be replaced immediately during construction, and the maintenance and warranty periods. Plants used for replacement shall be the same kind and size as specified in the plant legend as shown on the drawings. They shall be furnished, planted, and fertilized as originally specified at no cost to the Owner's Representative.

ADD:

801-7.1 Tree Trimming.

1. Trees shall be trimmed per ANSI A300 Standards for Tree Care Operations 1 week prior to root pruning or as directed by the Owner's Representative. Tree trimming shall include:
 - a) Removal of low branches overhanging residential streets to a height above the street grade of 14 feet unless otherwise directed.
 - b) Removal of low branches overhanging sidewalks shall be trimmed to a height of 8 feet unless otherwise directed.
 - c) Removal of the dead, broken, diseased, and insect-infested branches and stubs larger than ½ inch in diameter.
 - d) Pruning end branches to lighten end weights where such overburden appears likely to cause breakage of limbs based upon a certified arborist report and under their supervision of this Work.
 - e) Removal of cross limbs and water sprouts (suckers).
2. Final pruning cuts shall be made without leaving a stub. Final pruning cuts shall be made in a manner to favor the earliest covering of the wound with callous growth. The wound shall be as small as practicable. The cambium tissues at the edge of the cut shall be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.
3. Pruning and cutting tools shall be kept sharpened to a condition that shall not permit leaving a scraped cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
4. The use of climbing spurs or spike shoes shall not be permitted.
5. Trimming of the trees shall provide adequate clearance from obstructed street standard, globe, or sign. Trim tree limbs shall clear all adjacent structures by 5 feet.

6. In the event that high voltage aerial utility wires present a hazard to the contractor personnel or others near the Work Site, the Work shall immediately cease, and the contractor shall notify San Diego Gas & Electric and the Owner's Representative. The Work shall then commence in accordance with the instructions from the utility company.

ADD:

801-7.5 Equipment.

1. Cuts shall be made with a root cutting machine such as Vermeer, Dosco Inc., or approved equal as approved by the Owner's Representative. Any shredded roots shall be cut clean to the nearest root node. Use of a tree stump grinder for root pruning shall not be acceptable.

801-8 PAYMENT.

DELETE in its entirety and SUBSTITUTE with the following:

801-8.1 MEASUREMENT.

1. Landscaping and irrigation Work shall be measured as specified in the Contract Documents and as shown in the Bid.
2. Tree maintenance Work shall be measured by the tree trimming, root pruning, or root barrier required for each tree.

ADD:

801-8.2 PAYMENT.

1. The payment for landscaping and irrigation Work shall be included under the lump sum Bid items or for the Contract Unit Prices shown in the Bid and shall also include the payment for the Plant Establishment Period Work.
2. The payment for tree maintenance Work shall be included in the following Bid items:
 - a) Tree Maintenance