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DESIGN SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE
CONSTRUCTION OF

UPPER BERRYESSA CREEK OFF-SITE MITIGATION PROJECT

Project No. 26174041

Contract No. C-0717

May 2026

Valley Water

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CONTRACT NO. C-0717

SANTA CLARA VALLEY WATER DISTRICT

Prepared by:

Signed by: Javier Valencia B8F1C8271FA9421...

5/8/2026

Javier Valencia
Associate Engineer
Design and Construction Unit No. 2

Date

Approved by:

DocuSigned by: Karl Neuman C5FE887E51CB488...

5/8/2026

Karl Neuman, P.E.
Engineering Unit Manager
Design and Construction Unit No. 2

Date

DocuSigned by: Bhavani Yerrapotu 468D6D59FDEC458...

5/10/2026

Bhavani Yerrapotu, P.E.
Deputy Operating Officer
Watersheds Design and Construction Division

Date

Accepted by:

DocuSigned by: Jennifer Codianne B78805F5A810445...

5/11/2026

Jennifer Codianne
Deputy Operating Officer
Watersheds Operations and Maintenance Division

Date

May 2026

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STANDARD PROVISIONS

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STANDARD PROVISIONS

SECTION 1. DEFINITIONS

Whenever in these Specifications and other Contract Documents the following abbreviations and terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CWA	Federal Clean Water Act
DHS	California Department of Health Services
HSC	California Health and Safety Code
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollution Discharge Elimination System
NTP	Notice to Proceed
RWQCB	California Regional Water Quality Control Board
SAE	Society of Automotive Engineers
SBE	Small Business Enterprise
SDS	Safety Data Sheet
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	California State Water Resources Control Board
UBC	Uniform Building Code
UL	Underwriters Laboratories
USEPA/EPA	United States Environmental Protection Agency
WCLB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

DEFINITIONS

Acceptance: The formal, written acceptance of the Contract by the District's Board of Directors, as documented in a recorded Notice of Completion of Contract and Acceptance of Work. Acceptance indicates that all Work has been completed in all respects in accordance with the Drawings and Specifications and with any modifications thereof previously approved.

Activity Hazard Analysis (AHA)/Job Hazard Analysis (JHA): A form used to identify the task and break it down into steps, identify the hazards associated with each step, and identify the control measures used for each step to protect the worker, environment, or public. This form is also commonly referred to as a Job Safety Analysis (JSA).

Addendum: Written or graphic instruments issued prior to the opening of Proposals that make changes, additions, or deletions to the Bid Documents, or Contract Documents.

Agreement: The written document executed by the parties formalizing the Contract.

Approved, Directed, Ordered, or Required: Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by the Engineer is indicated.

Article: A numbered subsection of a Section.

Bid: The completed Proposal and all associated Bid Forms, including Bidder's Bond or other Bidder's security. Bids not accompanied by the required documents are considered incomplete bids and are nonresponsive.

Bid Documents: All documents to be considered when preparing a Bid. The Notice to Bidders, Instructions to Bidders, Proposal and all accompanying Bid Forms, Bidder's Bond or other Bidder's security, and Contract Documents.

Bidder: Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Board, Board of Directors: The Board of Directors of the District.

Certified Industrial Hygienist: A professional who is certified by the American Board of Industrial Hygienists as trained to evaluate safety and health hazards and to determine safety measures necessary for personnel working under hazardous conditions.

Code: The terms Government Code, Labor Code, etc., refer to codes of the State of California.

Competent Person: A person capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt, corrective measures to eliminate those conditions.

Construction Equipment: Equipment used for the performance of work but not incorporated into the Project.

Contract: The written Agreement between the Contractor and the District comprised of the Contract Documents.

Contract Documents: Refer to Article 2.01. Contract Documents and Precedence.

Contract Time(s): The time (Days) allowed for completion of the entire Work or portion thereof as defined by specified Milestones that meets the requirements of the Contract Documents and is accepted by the Engineer. See also Project Completion and Milestone Completion.

Contract Price(s): The price (dollars) for completion of the entire Work set forth in the Contract Documents.

Contractor: The entity or person with whom the District has executed the Contract and has identified as such therein and referred to throughout the Contract Documents as singular in number and neuter in gender. The term “Contractor” means Contractor, its employees or its authorized representative(s).

Controlling Item of Work: Any feature or combination of features of the Work considered at the time by the Engineer, which if delayed, will delay the completion of Work associated with a specified Contract Time(s).

Days: Calendar days, unless otherwise designated.

Delay: An increase in the duration or length of time for performing the Work that is caused by any event, action, inaction, or factor. The five types of delay are defined in Article 3.08. Change in Contract Time(s).

Definable Feature of Work: A task that is separate and distinct from other tasks and that has separate control requirements.

District: The Santa Clara Valley Water District. Also referred to as “Valley Water” throughout the Contract Documents.

Drawings: The official Drawings, working Drawings, detail Drawings, and supplemental Drawings, or reproductions thereof, that show the location, character, dimension, and details of the Work to be done and that are to be considered as part of the Contract.

Engineer: The designated Engineer as defined in Article 3.02. Engineer of the Standard Provisions who, acting either directly or through a properly designated representative, assumes all duties and responsibilities, and has all rights and authority in accordance with the Contract Documents.

Equipment: Equipment incorporated or to be incorporated into the Project.

First Chargeable Day: The first day of Contract Time allowed for completion of the entire Work. The First Chargeable Day will be specified in the Notice to Proceed.

Fixed Costs: Any necessary labor, Material, and Equipment costs directly expended on the item or items under consideration that remain constant regardless of the quantity of Work done.

Hazardous Material: (A) Any substance, product, waste, or other Material of any nature whatsoever that is or that becomes listed, regulated, or addressed pursuant to any Federal, State, or Local Statute, Law, Ordinance, Resolution, Code, Rule, Regulation, Order, or Decree regulating, relating to, or imposing liability (including, but not limited to, response, removal, and Remediation costs) or standards of conduct or performance concerning any hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or as otherwise dangerous waste, substance, or Material; (B) any substance, product, waste, or other Material of any nature whatsoever whose presence in and of itself may give rise to liability under any of the above Statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict, or absolute liability or under any reported decisions of a State or Federal court; (C) any substance without limitation that contains petroleum or crude oil, including, but not limited to, petroleum and petroleum products.

Hazardous Waste: Any substance or Material as defined in the California Hazardous Waste Control Act Health and Safety Code, Chapter 6.5, Sections 25100–25257.1, or in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

Liquidated Damages: The amount stated in the Specifications, as provided for in Government Code Section 53069.85, to be paid to the District or to be deducted from any payments due or to become due the Contractor for each Day of Inexcusable Delay in completing the whole or any specified portion of the Work beyond the specified Contract Time(s) or any other amount specifically stated as a Liquidated Damage in the Contract.

Material: Material incorporated or to be incorporated into the Project or managed by the Contractor.

Milestone: A specified portion of the Work identified in the Contract as a Milestone that is to be completed under the Contract.

Milestone Completion: The date determined by the District when the Milestone is to be complete. Milestone Completion does not constitute Acceptance but does establish the completion date of the Milestone for the purpose of assessing Liquidated Damages, if any, associated with the Milestone.

Notice to Proceed: Refer to Article 5.02. Notice to Proceed.

Personnel Protection: Equipment and procedures that minimize human exposure to Regulated Material, Hazardous Material, Hazardous Waste, or unsafe situations.

Plans, Construction Plans: See Drawings.

Project: The erection, construction, alteration, repair, or improvement to be accomplished under the Contract. Refer to Work.

Project Completion: The stage at which the whole Work is complete per the Contract Documents, and the Engineer has performed the final inspection and issued a Project Completion letter.

Proposal: The Proposal states the price for which the Bidder proposes and agrees to perform the Work. See Proposal and Bid Items on Valley Water's PlanetBids Vendor Portal at: https://vendors.planetbids.com/portal/48397/portal-home.

Qualified Biologist: A biologist who has the experience, education and training necessary to perform specific tasks related to the biological subject discipline, and in an unbiased fashion. The term 'qualified biologist' is used generically to mean a biologist who is trained to perform the given task; specifically, a fisheries biologist, wildlife biologist, or botanist. Training must be in the field to which the task is related. (Refer to the appendices for specific fields of study).

Reasonable Accuracy: Within the tolerances as shown on the Drawings or as indicated in the Specifications.

Regulated Material: Any substance or combination of substances for which Federal, State, or Local regulations require special management, storage, disposal, or handling practices. This includes, but is not limited to, material defined as Hazardous Material and Waste; designated waste (California Water Code Section 13173); and special waste (California Code of Regulations, Title 22, Div. 4.5 [Environmental Health Standards for the Management of Hazardous Waste]).

Remediation: Restoration of contaminated soil, groundwater, or other Materials to its pre-contaminated level or to a level acceptable to the District and Local, State, and Federal agencies.

Responsible Bidder: Responsible Bidder as defined in California Public Contract Code Section 1103.

Small Business Enterprise (SBE): A business that is currently certified by the State of California, Department of General Services as a small business.

Specifications: The directions, provisions, and requirements contained in the Standard Provisions, Special Provisions, and Technical Provisions.

Subcontractor: An entity or person contracting with the Contractor or with another Subcontractor to perform any portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as singular in number and neuter in gender and means a Subcontractor, its employees or its authorized representative(s).

Supplier: An entity or person contracted with the District, the Contractor or its Subcontractors to provide Materials and/or equipment for any portion of the Work. The term "Supplier" is referred to throughout the Contract Documents as singular in number and neuter in gender and means a Supplier or its authorized representative.

Total Bid Price: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents. The Total Bid Price shall include the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.

Work: Refer to Article 3.01. Work to be Done, paragraph A. References in the Contract Documents to "Work" may be to specific items of Work.

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SECTION 2. CONTRACT DOCUMENTS

2.01. Contract Documents and Precedence

A. The Contract Documents comprise the entire Agreement between the District and the Contractor concerning the Work. The Contractor shall properly perform all requirements of the Contract Documents.

B. The Contract Documents include the District's Contract form and any exhibits attached thereto, including the Notice to Bidders, Instructions to Bidders, Proposal, Standard Provisions, Special Provisions, Technical Provisions, Drawings, Specifications, Addenda, Appendices, approved Change Orders, and Directed Change Orders (DCO) as defined in Section 3, if any.

C. The Contract Documents are intended to be complementary and include all items necessary for the Contractor's proper execution and completion of the Work. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be as if shown or mentioned in both. Any part of the Work not shown or mentioned in the Drawings or in the Specifications that is inferable or implied by either, or that is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its own expense.

D. In case of conflicts, errors, and discrepancies in any of the Contract Documents, the order of precedence (from highest to lowest priority) is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements:

1. Change Orders (CO) or DCO
2. Agreement
3. Addenda
4. Special Provisions
5. Technical Provisions
6. Drawings/Plans
7. Standard Provisions
8. Bid Documents
9. State Specifications and Plans
10. Appendices

E. With reference to the Drawings:

1. Figures or numerical dimensions govern over scaled dimensions.

2. Detail Drawings govern over general Drawings.

3. Addenda/CO or DCO Drawings govern over Contract Drawings.

4. Contract Drawings govern over standard Drawings.

5. Notes apply only to the Drawings where the notes appear, unless classified as “typical,” “general,” or “universally applicable,” in which case they apply to all Drawings where the conditions or circumstances noted occur.

6. Typical details apply to all Drawings, unless a specific, different detail is shown.

2.02. State Specifications and Plans

A. Unless otherwise stated, State Specifications and Plans referred to in these Specifications shall be the latest published edition of the State of California Department of Transportation Standard Specifications and Standard Plans and updates thereto and are by reference made a part of these Specifications the same as though set out in full, as to the provisions requiring compliance.

B. When specifically stated to follow the State Specifications and Plans for an item, the Work set forth in these Contract Documents shall be accomplished in accordance with the appropriate provisions and details of the State Standard Specifications and Standard Plans.

2.03. Clarification of Contract

A. The following interpretative rules apply throughout the Contract Documents:

1. The provisions of the Contract Documents are complementary and should be interpreted to view the Contract Documents as a whole.

2. A concept phrased in the singular should be interpreted in the plural as required.

3. Masculine includes feminine and feminine includes masculine.

4. The words “shall,” “will,” and “must” in any of their tenses indicate mandatory requirements. The word “may” indicates “may apply” or “may not apply.”

5. The use of examples (e.g., “such as” or “including”) does not limit or exclude examples not specifically mentioned.

6. The words “provide,” “furnish,” “perform,” “construct,” and “install” mean that the Contractor shall provide, perform, construct, and install and shall include all services necessary to provide, perform, construct, and install unless preceded by the word “only.”

B. The Contract Documents are not complete in every detail but show the purpose and intent only. The Contractor shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy, or ambiguity that appears in the Contract Documents, instructions, or work performed by others.

C. All corrections of readily apparent errors or omissions in the Contract may be made by the Engineer when such corrections are necessary for the proper fulfillment of their intention as construed by the Engineer. The misplacement, addition, or omission of any word, letter, figure, or punctuation mark that has no substantive legal effect will in no way change the due spirit, intent, or meaning of these Specifications.

D. Any part of the Work not shown on the Drawings or described in these Specifications, but that is reasonably or ordinarily implied by either, shall be furnished and installed by the Contractor as if fully described in these Specifications and shown upon the Drawings.

E. **Contract Document Clarifications (CDC)**: A document initiated by the District consisting of supplementary details, instructions, or information issued by the District that clarifies or supplements the Contract Documents. Contract Document Clarifications do not constitute a change in Contract Work, Contract Price(s), or an extension in Contract Time(s) unless requested by the Contractor and approved by the District in accordance with the Contract Documents.

F. Payment for items of Work that are called for in the Specifications or that are shown on the Drawings but that are not separately identified in the Proposal, shall be compensated as part of the Bid price of one or more of the items that are listed; no additional payment shall be made.

2.04. Requests for Information

A. **Request for Information (RFI)**: A document prepared by the Contractor requesting information from the District regarding the Project or Contract Documents.

B. Contractor shall be responsible for its costs and the costs of its Subcontractors to review Contract Documents and field conditions and to implement and administer an RFI system throughout the Contract Time(s) in accordance with the requirements of the Contract. The Contractor shall be responsible for costs incurred by the District for the Work of the District’s consultants and District administrative efforts in answering Contractor RFIs where the answer could reasonably be found by reviewing the Contract Documents.

C. The Contractor shall carefully review the appropriate portions of the Contract Documents a minimum of 30 Days in advance of the Work to be executed for the express purposes of checking for manifest errors, omissions, discrepancies, or ambiguities. The Contractor shall not be entitled to any compensation for Delays, disruptions, inefficiencies, or additional administrative effort caused by the Contractor's untimely review of the Contract Documents.

D. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications or on the Drawings, or if the Contractor discovers any discrepancies between the Contract Drawings and conditions in the field, or any errors or omissions in the Contract, or in the layout given by stakes, points, or instructions, the Contractor shall submit a written RFI to the Engineer. If the Contractor proceeds with any such Work without receiving such clarification or RFI reply, it shall be responsible for correcting all resulting damage and any nonconforming Work.

E. The Engineer will issue written clarification or interpretation of Contract Document requirements in response to the Contractor's requests and other sources of information. The Engineer's decision thereon shall be final; the Contractor shall conform to it as part of the Contract.

2.05. Examination of Drawings, Specifications, and Site of Work

A. As noted in the Notice to Bidders, the Contractor's submission of a Proposal is conclusive evidence that the Contractor investigated and is fully aware of the conditions and difficulties to be encountered of the character, quality, and quantities of Work to be performed, the Material to be furnished, and the requirements of the Proposal, Drawings, Specifications, and other Contract Documents.

B. Where investigation of subsurface conditions has been made by the District in respect to foundation, characterization of soils, groundwater, or other design, Bidders may inspect the records of the District as to such investigation, including examination of samples and drill cores, if any. When logs of test boring showing a record of the data obtained by the District's investigation of subsurface conditions are made available, these logs represent only the opinion of the District as to the character of Material encountered by it in its test borings and are made available only for the convenience of Bidders.

C. Note that the District's investigation of subsurface conditions is made for the purpose of design. The District assumes no responsibility whatsoever in respect to the sufficiency of test borings, or to accuracy of the log of test borings, or to other preliminary investigations, or of the interpretation thereof. There is no guarantee, expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or to any part of it, or that unforeseen developments may not occur.

D. Making such information available to the Contractor is not to be construed in any way as a waiver of the provisions of this Article; Bidders must satisfy themselves

through their own investigations, analyses, and interpretations as to conditions to be encountered.

E. No information derived from such inspection of records or from preliminary investigations made by the District, or from the Engineer, or from assistants, or from the maps, Specifications, profiles, or Drawings will in any way relieve the Contractor from any risk or from properly fulfilling all the terms of the Contract.

F. Site Investigation

1. The Contractor shall not be entitled to any adjustment in the Contract Price(s) or in Contract Time(s) if the existence of the condition that caused an impact alleged by the Contractor:

    a. Could have been reasonably discovered or revealed as a result of examination, investigation, exploration, test, or study of the site and of contiguous areas required by the Contract Documents to be conducted by or for the Contractor prior to commencing the Work; or

    b. Could have been inferred from the presence of other visible features, such as boulders, buildings, meters, and junction boxes on or adjacent to the site.

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SECTION 3. SCOPE OF WORK

3.01. Work to be Done

A. The performance by the Contractor of all of its responsibilities and obligations set forth in the Contract Documents. Work includes, but is not limited to, providing labor, Materials, Equipment, testing, services, and documentation required by the Contract Documents. References in the Contract Documents to "Work" may be to specific items of Work. All Work performed is to be in compliance with the Contract Documents.

B. During construction, the Contractor shall keep the worksite, areas adjacent to the worksite or otherwise impacted by the Contractor's operations and access roads in an orderly condition, free and clear of debris and discarded Materials.

3.02. Engineer

A. The Engineer of the District shall be the District's representative who assumes all duties and responsibility and has all rights and authority as assigned in the Contract Documents.

B. The Engineer of the District is the Deputy Operating Officer or Assistant Operating Officer of the Water Utility Capital or Watershed Capital or Water Utility Technical Support Division or Office of Watersheds as applicable. Administrative hearings, if required, will be conducted by an Operating Officer of a different Division or Office.

C. Authority of Engineer: The Engineer shall decide all questions that may arise as to the quality or acceptability of Material furnished, Work performed, and rate of progress of the Work; all questions that may arise as to the interpretation of the Drawings and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer's decisions shall be final. The Engineer has the authority to enforce these decisions and provide direction to the Contractor, which the Contractor shall carry out promptly.

3.03. Contractor Staffing

A. A project manager and superintendent shall be provided as specified below:

1. The Contractor shall submit for approval in writing before starting the Work the name of the project manager and superintendent who shall have complete authority to represent and act for the Contractor. This submittal shall also include a list of reference projects with the following information: (i) the individual's name; (ii) the project name that serves as the basis of qualification; (iii) the project site location; (iv) a brief project description; and (v) the name and mailing address of the project owner.

2. The project manager shall have at a minimum seven (7) years' experience as a contractor's project manager on public works with not less than four (4) years' experience as a project manager on projects with

complexity and configuration similar to the Work described in the Contract Documents.

3. The superintendent shall have at a minimum seven (7) years' experience as a contractor's general superintendent on public works with not less than four (4) years' experience as a superintendent on projects with complexity and configuration similar to the Work described in the Contract Documents.

4. The superintendent of the Contractor shall normally be present at the site of the Work at all times while Work is actually in progress on the Contract. During any period when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required to be done by the Contractor.

5. Whenever the Contractor or an authorized representative is not present on any part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer not otherwise required by the Specifications to be in writing will, on the request of the Contractor, be given or be confirmed by the Engineer in writing.

6. If the project manager or superintendent is not deemed qualified or if the project manager's or superintendent's performance on the Work is determined to be unsatisfactory by the Engineer, the project manager or superintendent shall be immediately removed from the Project. The Contractor shall submit for approval the same information described in this article for a proposed substitute project manager or superintendent.

7. The Contractor shall designate, in writing, the names and telephone numbers of at least three (3) representatives who can be contacted at any time in the event that an emergency occurs.

B. A Professional Scheduler shall be provided unless removed in the Special Provisions. The Professional Scheduler shall meet the requirements specified in Article 5.05. Professional Scheduler. If Professional Scheduler is not required, the Contractor is responsible for providing adequate resources required to develop and to maintain schedules.

C. A Site Safety and Health Supervisor shall be provided unless removed in the Special Provisions. The Site Safety and Health Supervisor shall meet the requirements specified in Article 8.11. Site Safety and Health Supervisor.

D. A Field Quality Control Manager shall be provided if required in the Special Provisions. The Field Quality Control Manager shall meet the requirements specified in the Special Provisions Article 20.04.02. Contractor's Quality Staffing Requirements.

3.04. Character of Workers

A. Any Subcontractor or person employed by the Contractor or Subcontractor who fails or refuses to carry out the directions of the Engineer, or who appears to the Engineer to be incompetent, or who acts in a disorderly or improper manner shall be removed from the Work immediately on the written request of the Engineer; such person shall not again be employed on the Work.

3.05. Layout of Work and Surveys

3.05.01. Responsibility of District

A. The District shall establish survey control points and reference points as shown on the Drawings for required field layout by the Contractor.

B. The District shall provide only the minimum survey crew services essential for orderly performance of the Work; District survey crews will not be available at all times for the Work under these Specifications.

C. The District shall provide to the Contractor the station(s) and offset distance(s) to all reference points and benchmarks that were provided by the District in paragraph A.

D. The District shall establish required stakes only once. Survey stakes destroyed or removed will be replaced by the District at the Contractor's expense.

3.05.02. Responsibility of Contractor

A. When the Contractor requires stakes or marks as provided for in paragraph A, it shall clear and grub the area to be staked and then notify the Engineer of such requirements in a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than seven (7) Days be considered a reasonable length of time.

B. Where construction operations require removal of the District's stakes or other survey marks, the Contractor shall reference such points in an approved manner. Survey stakes or marks established by the District shall be preserved by the Contractor until their removal is authorized. In case of their unauthorized destruction or removal by the Contractor's forces, they will be replaced at the Contractor's expense. Any cost to the District of replacing survey stakes or marks will be deducted from payments due the Contractor. Such cost will include a reasonable charge for use of District supplies, labor, and Equipment, plus overhead.

C. The Contractor is solely responsible for the measurements and layout of the Project from the given survey control points and reference points provided by the District. Any questions with regard to interpretation of Project layout shall be resolved by the Engineer.

D. The Contractor shall not remove or disturb survey monuments and permanent markers unless otherwise approved by the Engineer and not until the District has recorded and referenced the locations. The Contractor shall be charged at a reasonable rate for the restoration or replacement of survey monuments and permanent markers by the District.

E. No survey monuments, permanent markers for the District right of way, or District survey control points shall be removed or disturbed until the Engineer has recorded the locations thereof and a permit for such removal has been received from the agency having jurisdiction. When the construction Work has been completed, the Contractor shall replace said monuments accurately in the locations as referenced by the Engineer at no cost to the District.

F. If any marker or monument is destroyed by the Contractor without prior written approval of the Engineer, the Contractor shall be responsible for the accurate replacement of that marker or monument at no expense to the District by a Land Surveyor licensed by the State of California in accordance with the California Business and Professions Code Chapter 15, Land Surveyors, Section 8771.

3.06. Changes in the Work

A. **Change Order**: A written document that changes the Contract and has been fully executed bilaterally by the District and Contractor that authorizes an addition, deletion, or revision in the Work; an adjustment in the Contract Price(s); and/or the Contract Time(s), including Milestone Completion dates or durations.

B. **Directed Change Order (DCO)**: The District's written order that is a Change Order unilaterally executed by the District to order additions, deletions, or revisions in the Contract Work. If deemed necessary and/or appropriate by the Engineer, the DCO will include an adjustment in the Contract Price(s) and/or in the Contract Time(s) and/or in other terms and conditions that the District, at its sole discretion, deems reasonable for the change.

C. **Potential Change Order (PCO)**: The District's written request to the Contractor for a proposal to perform PCO Work prior to the District's issuance of a Change Order or DCO. A PCO may also be created by the District to track disputed Work.

3.06.01. Potential Change Orders and Change Orders

A. The District may at any time, or from time to time and without notice to the Contractor's surety, order additions, deletions, or revisions to the Work and/or to the Contract Time(s) and may request a proposal from the Contractor for a PCO for such additions, deletions, or revisions in the Work and/or in the Contract Time(s). Pursuant to Articles 3.07. Change in Contract Price(s) and 3.08. Change in Contract Time(s), the Contractor shall submit any requests for adjustments in the Contract Price(s) and/or in the Contract Time(s).

B. Notwithstanding the time limits stated in Article 3.06.01. Potential Change Orders and Change Orders, upon receipt of such request, the Contractor shall furnish a detailed estimate of increase or decrease in costs and/or in time, together with cost and schedule breakdowns and other supporting data within the time specified in the request, but no later than 30 Days after receipt of such a request unless the Engineer allows additional response time. The Engineer shall review and respond in writing to the Contractor's estimate prior to proceeding with the Work.

C. Changes in the Contract Price(s) shall be determined and paid in accordance with Article 3.07. Change in Contract Price(s). Changes in the Contract Time(s) shall be determined and adjusted in accordance with Article 3.08. Change in Contract Time(s).

D. The District and the Contractor shall execute appropriate Change Orders covering:

1. changes in the Work that are Ordered by the District pursuant to paragraph "A" above;

2. changes in the Contract Price(s) and/or Contract Time(s) that are agreed to by the parties; or

3. any other changes agreed to by the parties.

E. The Contractor shall not be entitled to an increase in the Contract Price(s) nor to an extension of the Contract Time(s) with respect to any Work performed that is not required by the Contract, except in the case of an emergency or in the case of uncovering Work as provided in Article 9.06.01. Inspection, paragraph H.

3.06.02. Change Order Request

A. Should the District's Contract Document Clarifications (CDC) or other written directive, in the opinion of Contractor, materially exceed or change the requirements of the Contract Documents, the Contractor shall submit to the District a written Change Order Request (COR) within seven (7) Days of receipt of the CDCs or of other written directive.

B. A COR shall reference the CDC or other written directive and the relevant Specifications and Drawings.

C. A COR shall also include a cost proposal and/or time adjustment proposal as a good faith estimate of any additional compensation or time associated with the affected Work.

D. Failure to submit a timely, documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.

3.06.03. Directed Change Orders

A. In situations where (i) the Contractor fails to submit a proposal for a PCO within the time specified; or (ii) when the District and the Contractor cannot agree on the terms and conditions of a PCO within a reasonable amount of time as determined by District; or (iii) if, in the judgment of the Engineer, it is impracticable because of the nature of the change or for any other reason for the parties to determine and agree on the costs and schedule impacts before the change must be performed, the District has the right to issue to the Contractor a DCO signed by the District only, with compensation based on the Engineer's estimate of cost, time, and other impacts associated with performance of changes in the Work.

B. A DCO may be issued by the District as a result of, but not limited to, any of the following conditions:

1. Responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 3.09. Differing Conditions.

2. Responding to any damage to improvements of property or to an emergency affecting the safety of life or property as provided in Article 4.10. Preservation of Property.

3. Utility relocation as provided in Article 4.25. Coordination With Utilities.

4. Emergency work as provided in Article 4.10. Preservation of Property and in the Special Provisions.

5. Protested Work under Article 3.11.01. Protest.

6. PCO work.

C. Upon receipt of a DCO, the Contractor shall immediately act upon the Work Ordered by the District, all in accordance with the applicable terms and conditions of the Contract Documents.

D. The District's issuance of a DCO is for the purpose of unilaterally modifying the Contract Work, and/or Contract Price(s), and/or Contract Time(s), as deemed necessary by the Engineer. The parties may subsequently negotiate mutually acceptable terms and conditions of a Change Order to replace the DCO, as provided in this Article.

E. The Contractor may, at any time after the District's issuance of a DCO, furnish a detailed estimate of increases or decreases in costs and/or time, cost and schedule breakdowns, and references to relevant Contract Specifications in support of its position with regard to the unilateral directive.

F. Should the Contractor disagree with the terms of the DCO, the Contractor may protest in accordance with Article 3.11.01. Protest. This action shall not delay the requirement to immediately act upon the Work as provided herein.

3.06.04. Allowable Quantity Variations

A. General: Increases or decreases in the quantity of a Contract item of Work shall be determined by comparing the actual pay quantity of an item of Work with the approximate quantity in the listing of the Bid items contained in the Proposal.

1. If the actual pay quantity of an item of Work varies from the approximate quantity by 25 percent or less, payment shall be made for the actual quantity of Work performed at the Contract unit price listed in the Proposal.

2. If the actual pay quantity of an item of Work varies from the approximate quantity by more than 25 percent, in the absence of an executed Contract Change Order or DCO specifying the compensation to be paid, the compensation payable to the Contractor shall be determined in accordance with this Article.

a. Increases of More Than 25 Percent: If the actual pay quantity of an item of Work exceeds the approximate quantity by more than 25 percent, the amount of Work in excess of 125 percent of the approximate quantity may be paid for by adjusting the Contract unit price, subject to the following conditions: (i) the Contractor can demonstrate to the satisfaction of the Engineer that an adjustment in the Contract unit price is warranted; and (ii) the adjusted unit prices are reasonable and approved by the Engineer. Such adjustment of the Contract unit price shall be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item. At the sole option of the Engineer, the actual unit cost of the Work involved in such excess shall be determined in accordance with Article 3.07.01.G.2. (by mutual acceptance of a lump sum) or with Article 3.07.02. Cost of Extra Work (based on Time and Materials); such unit costs shall include an appropriate portion of the Contractor’s allowable overhead and profit.

(1) If the cost of an item of Work includes Fixed Costs, the Fixed Costs shall be deemed to have been recovered by the Contractor by the payments made for 125 percent of the approximate quantity at the Contract unit price for the item; in computing the actual unit cost, the Fixed Costs shall be excluded.

(2) When the compensation payable for the quantity of Work performed in excess of 125 percent of the approximate quantity is less than $5,000 at the Contract unit price, no

adjustment in the Contract unit price shall be made unless requested in writing by the Contractor within 14 Days from the date the Contractor became aware, or should have reasonably become aware, of the increase in quantity.

b. Decreases of More Than 25 Percent: If the actual pay quantity of an item of Work is less than 75 percent of the approximate quantity, an adjustment in unit price shall not be made unless the Contractor makes a request in writing within 14 Days from the date the Contractor became aware, or should have reasonably become aware, of the decrease in quantity. If the Contractor makes a request, the actual pay quantity of this item of Work performed may be paid for by adjusting the Contract unit price, subject to the following conditions: (i) the Contractor can demonstrate to the satisfaction of the Engineer that an adjustment in Contract unit price is warranted; and (ii) the adjusted unit prices are reasonable and approved by the Engineer. Such adjustment of the Contract unit price shall be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including Fixed Costs. At the sole option of the Engineer, payment for the actual quantity of Work shall be made by mutual acceptance of a lump sum amount or cost of Work based on Time and Materials; such unit costs shall include an appropriate portion of the Contractor's allowable overhead and profit.

(1) Payment for the actual pay quantity of such item of Work shall in no case exceed the payment that would have been made for the performance of 75 percent of the approximate quantity of such item at the Contract unit price.

B. Eliminated Items: If any Contract item of the Work is eliminated in its entirety, the Contract Sum shall be reduced by the amount bid for that Bid item, including overhead and profit. Payment shall be made to the Contractor for the actual cost incurred in connection with the eliminated Contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

1. If acceptable Material is ordered by the Contractor for an eliminated Contract item prior to the date of notification of the elimination by the Engineer, and if orders for the Material cannot be canceled, payment for the Material shall be made at the actual cost to the Contractor. In this case, the Material shall become the property of the District. If the Material can be returned to the vendor and if the Engineer so directs, the Material shall be returned, and the Contractor shall be paid for the actual cost for returning the Material.

2. The actual costs to be paid by the District to the Contractor in accordance with this Article will be computed in accordance with Article 3.07.02. Cost of Extra Work, which shall include an allowance for overhead and profit.

3. In the event the Contractor and the District are unable to agree on the credit amount due, the District shall unilaterally determine the amount.

C. Supplemental Contract Items: Items noted as “Supplemental” in the Proposal may be deleted entirely or in part at the sole discretion of the District. The provisions of Articles associated with Allowable Quantity Variations or Eliminated Items shall not apply to Supplemental Contract Items.

3.07. Change in Contract Price(s)

3.07.01. General

A. The Contract Price(s) constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the Work shall be at the Contractor’s expense without a change in the Contract Price(s).

B. The Contract Price(s) shall only be changed by a fully executed Change Order or by a DCO. Any requests by the Contractor for an increase or decrease in the Contract Price(s) shall be based on a written Change Order Request (COR) delivered promptly by the Contractor to the Engineer by no later than seven (7) Days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request, unless the time is modified in the Special Provisions.

C. The COR by the Contractor shall be substantiated within 30 Days after submittal of the written notice with a cost proposal quantifying the costs and schedule impacts associated with the request with supporting data, unless the Engineer allows an additional period of time for the Contractor to ascertain more accurate data in support of the request, or unless the time is modified in the Special Provisions.

D. No request by the Contractor for an adjustment in the Contract Price(s) shall be valid if not submitted timely in accordance with this Article; failure to submit a timely and fully documented request shall constitute a waiver of any future requests or Claims for additional compensation or a time extension related to such Work.

E. Any request for an adjustment in the Contract Price(s) and/or in the Contract Time(s) shall include, but shall not be limited to:

1. a written description of the event or issue or combination of events/issues that gave rise to the request, including and without limitation, the start date of the event or events and the anticipated or actual finish date;

2. a written description of the legal basis of the request with specific references to the Contract provisions upon which the Contractor relies;

3. an identification of the Work (e.g., activities with the current updated Detailed Progress Schedule and similar information) affected by the event(s);

4. relevant correspondence and other information related to and supporting entitlement;

5. written documentation pursuant to Article 3.07.02. Cost of Extra Work through 3.07.05. Compensation for Time Extension related to pricing of the requested change;

6. a written description of the effect of the request on the progress of the Work;

7. a detailed schedule analysis based on the most current Detailed Progress Schedule that identifies the critical and/or controlling portions of the Work impacted by the change and the anticipated dates of the impact;

8. the specific number of Days of time extension requested for any impacted Contract Time(s);

9. a written proposal for any additional compensation being requested that would fully compensate the Contractor for all costs of acceleration of the related Work needed to overcome the associated Delay, if any; and

10. a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Price(s) and/or of the Contract Time(s).

F. The Engineer shall review the Contractor's COR within 14 Days after receipt of the cost proposal and supporting documents, and render its determination in writing, unless the time is modified in the Special Provisions, Work, and Contract Time. If the Engineer requires a longer period for its determination, it will provide written notice to the Contractor within the initial 14-Day period. If the Engineer does not issue a determination within the initial or extended period, the request shall be deemed rejected and the provisions of Article 3.11. Disputes shall apply.

G. The value of any Work covered by a PCO, Change Order, DCO, or any request for an increase or decrease in the Contract Price(s) shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved; or

2. By mutual acceptance of a lump sum, which shall follow the basic pricing rules set forth under Article 3.07.02. Cost of Extra Work and include an allowance for overhead and profit in accordance with Article 3.07.02.G. Contractor's Fee; unless otherwise approved by the Engineer; or

3. On the basis of the cost of Work (determined as provided in Articles 3.07.02. Cost of Extra Work and in 3.07.04. Special Services) plus a Contractor's fee for overhead and profit (determined as provided in Article 3.07.02. Cost of Extra Work). For this payment basis, the Engineer will direct the Contractor to proceed on a Time-and-Materials basis and may also establish a Not-to-Exceed (NTE) budget for the change.

3.07.02. Cost of Extra Work

A. The term "cost of extra Work" means the sum of all direct costs necessarily incurred and paid by the Contractor or estimated to be incurred and paid by the Contractor for labor, Materials, and Equipment in the proper performance of Work, plus a markup for overhead and profit as defined in this Article. Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project.

B. Labor: The direct cost of labor used in performing Work by the Contractor, a Subcontractor, or by other forces will be the sum of the following:

1. The actual or estimated wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes.

2. There shall be added to the actual or estimated wages as defined above a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation, which is in effect on the date upon which the Work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws, including, but not limited to, workers' compensation insurance and Social Security payments.

3. The amount paid or estimated to be paid for subsistence and travel required by collective bargaining agreements.

4. For Equipment operators, payment for the actual or estimated cost of labor and subsistence or travel allowance shall be made at the rates paid, or estimated to be paid, by the Contractor to other workers operating similar Equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra Work, whether or not the operator is actually covered by such an agreement. A labor surcharge shall be added to the cost of labor described herein in accordance with the provisions in this Article, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual or estimated wages.

C. Materials: The direct cost of Materials used or to be used in performing Work shall be the actual or estimated cost to the purchaser, including sales tax,

whether the Contractor or a Subcontractor, from the Supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to the District notwithstanding that such discounts may not have been taken by the Contractor.

2. For Materials secured other than by a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid, or estimated to be paid, to the actual Supplier as determined by the Engineer. Markup, except for actual or estimated costs incurred in the handling of such Materials, shall not be allowed.

3. Payment for Materials from sources owned wholly or in part by the purchaser shall not exceed the price paid, or estimated to be paid, by the purchaser for similar Materials from said sources on extra Work items or the current wholesale price for such Materials delivered to the worksite, whichever price is lower.

4. The Contractor is responsible for and shall not be compensated for any increases in Material costs beyond those included in its Contract Price(s), including, but not limited to, sudden market changes or unexpected Material price increases.

5. If, in the opinion of the Engineer, the estimated or actual cost of Materials is excessive or the Contractor does not furnish satisfactory evidence of the cost of such Material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the worksite, less any trade discount. The District reserves the right to furnish Material for the extra Work; no Claim shall be made by the Contractor for costs and profit on such Material.

D. Equipment: The Contractor shall be paid for the use of Equipment at the rental rate listed for such Equipment specified in the current edition of the Department of Transportation publication entitled, *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished. Such rental rates shall be used to compute payments for Equipment whether the Equipment is under the Contractor's control through direct ownership, leasing, renting, or under another method of acquisition. The rental rate to be applied for use of each item of Equipment shall be the rate resulting in the least total cost to the District for the total period of use. If it is deemed necessary by the Contractor to use Equipment not listed in the foregoing publication, an equitable rental rate for the Equipment will be established by the Engineer. The Contractor shall furnish cost data, which might assist the Engineer in establishing the rental rate.

1. The rental rates paid, or estimated to be paid, as above provided shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs, and maintenance of all kinds; depreciation, storage, insurance, and all incidentals, unless the Equipment is idle due to a

Delay. Operators of Equipment will be separately paid for as provided in paragraph 4 of Article 3.07.02.B. Labor.

2. All Equipment shall be in good working condition and suitable for the purpose for which the Equipment is to be used.

3. Before construction Equipment is used on the extra Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location and shall furnish to the Engineer, in duplicate, a description of the Equipment and its identifying number.

4. Unless otherwise specified, manufacturer ratings and manufacturer-approved modifications shall be used to classify Equipment to determine applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of Equipment or tools having a replacement value of $500 or less, whether or not consumed by use, shall be considered to be small tools; no payment shall be made.

6. Compensation for idle time of Equipment shall include the ownership costs only, not including operating costs, in accordance with the following:

   a. The Equipment rental rate shall be based on the delay factor in the edition of the Department of Transportation's publication entitled, *Labor Surcharge and Equipment Rental Rates*, in effect on the date the Work is accomplished.

   b. Daily number of payable hours equals the normal working hours during the delay, not to exceed eight (8) hours per Day or 40 hours per week.

   c. Delay Days exclude nonworking Days.

   a. Markups are not added.

E. Owner-Operated Equipment: When owner-operated Equipment is used, or anticipated to be used, to perform Work and is to be paid for as extra Work, the Contractor shall be paid for the Equipment and for the operator as follows:

1. Payment for the Equipment shall be made in accordance with the provisions in Contractor's Article 3.07.02.D. Equipment.

2. Payment for the cost of labor and subsistence or travel allowance shall be made at the rates paid, or estimated to be paid, by the Contractor to other workers operating similar Equipment already on the Project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for the type of worker and location of the

Work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge shall be added to the cost of labor described herein in accordance with the provisions in paragraph 2 of Article 3.07.02.B. Labor.

3. Markup for Equipment rental and labor as provided in Article 3.07.02.G. Contractor's Fee shall be added to the direct cost of Equipment rental and labor, computed as provided herein.

F. Equipment Time: The rental time to be paid, or estimated to be paid, for Equipment on the Work shall be the time the Equipment is in productive operation on the Work being performed and shall include the time required to move the Equipment to the new location and return it to the original location or to another location, requiring no more time than that required to return it to its original location. Moving time shall not be paid if the Equipment is used on Work other than the extra Work. Loading and transporting costs shall be allowed, in lieu of moving time, when the Equipment is moved by means other than by its own power. No payment shall be made for loading and transporting costs when the Equipment is used at the site of the extra Work on other than the extra Work. The following shall be used in computing the rental time of Equipment on the Work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be a half hour of operation, and any part of an hour in excess of 30 minutes will be considered one (1) hour of operation.

2. When daily rates are listed, operation for any part of a Day less than four (4) hours shall be considered to be a half Day of operation.

3. Rental time will not be allowed while Equipment is inoperative due to breakdowns or due to Contractor-caused Delays.

G. Contractor's Fee

1. Work Ordered on the basis of Time and Materials or forward-priced lump sum will be paid for at the estimated or actual and necessary cost as determined by the Engineer, plus allowances for overhead and profit; said allowances shall constitute the Contractor's Fee. For extra Work involving a combination of increases and decreases in the Work, the estimated or actual and necessary cost will be the arithmetic sum of the additive and deductive costs.

2. To the total of the direct costs computed as provided above, there will be added a markup for overhead and profit as specified below. The markup shall constitute full compensation for all direct and indirect overhead costs and profit, which shall be deemed to include all items of expense not specifically listed above as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following list, though

not intended to be comprehensive, indicates the types of costs that are included in the markup for overhead and profit for all Change Orders, including Time-and-Material Work:

a. Field and home office personnel, including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.

b. All field and home office expenses, including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, Internet and e-mail services, temporary utilities, sanitary facilities and services, janitorial services, small tools and Equipment with a cost under $500 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to all regulatory requirements, including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.

c. Administrative functions, including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop Drawings, preparing record Drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.

d. All other costs and taxes required to be paid, but not included under direct costs as defined in this Article.

3. The allowance for overhead and profit shall be made in accordance with the following schedule:

Element of the Work	Overhead and Profit Allowance
Labor	33 percent
Materials	15 percent
Equipment	15 percent

4. Subcontractor Markup: Labor, Materials, and Equipment may be furnished by the Contractor or by a Subcontractor on behalf of the Contractor. When all or any part of the extra Work is performed by a Subcontractor, the allowance specified in the above subparagraph “c” shall only be applied to the labor, Material, and Equipment costs of the Subcontractors to which the Contractor may add no more than five (5) percent of the Subcontractor’s total cost for the extra Work. In no case shall the sum of the individual markups applied to a Change Order

exceed ten (10) percent regardless of the number of Subcontractor tiers involved in performing the Work.

5. Bond and Insurance: Only the actual cost of bond and insurance premiums required because of the Change Order, with no markup for overhead and profit, will be allowed.

3.07.03. Time-and-Materials Work

A. If an NTE budget is established by the Engineer for Time-and-Material Work, the Contractor shall notify the Engineer when the cumulative costs incurred by the Contractor for Time-and-Material Work equal 80 percent of the pre-established budget. The Contractor may not be compensated for such Work that exceeds the NTE budget if the Contractor fails to provide the required notice before exceeding 80 percent of the established budget.

B. If Work being performed on a Time-and-Material basis is expected to take more than one (1) month, the Engineer may, in its sole discretion, issue an allowance Change Order to allow timely payment to the Contractor for undisputed Work performed. The dollar value of the Change Order shall be an allowance amount equal to or greater than the NTE. Any amount remaining after all Time-and-Materials sheets are priced shall revert to the District.

C. Cost of Work Documentation: For Time-and-Material Work, the Contractor shall furnish the Engineer extra work reports on a daily basis covering the direct costs of labor and Materials and charges for Equipment whether furnished by the Contractor, Subcontractor, or by other forces. The District shall provide the extra daily work report forms to the Contractor. The Contractor or an authorized agent shall sign each daily extra work report. The daily extra work report shall provide names and classifications of workers and hours worked; size, type, and identification number of Equipment; and the hours operated. Copies of certified payrolls and statements of fringe benefits shall substantiate labor charges. Valid copies of vendor invoices shall substantiate Material charges.

D. The Engineer shall make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the undisputed Work performed but shall not preclude subsequent adjustment based on a later audit.

E. The Contractor shall inform the Engineer when extra Work will begin so that the District inspector can concur with the daily extra work reports. Failure to conform to these requirements may impact the Contractor’s ability to receive proper compensation.

F. The Contractor shall price and submit to the Engineer in both electronic format and in hard copy a native Microsoft Excel-based cost summary of the daily extra work reports on no less than a weekly basis. This summary report shall total all costs incurred to date and compare them to the NTE amount with a percent-spent-to-date amount prominently displayed. The Contractor shall be

fully responsible for tracking the costs and for notifying the Engineer when the costs exceed 80 percent of the NTE value. The summary report shall not be considered a substitute for the notice required in this Section.

3.07.04. Special Services

A. Special services are defined as that Work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Engineer in reviewing or approving estimates for payment for special services:

1. When the Engineer and the Contractor, by Agreement, determine that a special service is required that cannot be performed by the forces of the Contractor or by those of any of its Subcontractors, the special service shall be performed by an entity especially skilled in the Work to be performed. After validation of invoices and determination of market values by the Engineer, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, Materials, and Equipment rental costs if backup provided is acceptable to the Engineer.

2. When the Contractor is required to perform Work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, charges for that portion of the Work performed at the off-site facility may, by Agreement, be accepted as a special service, and accordingly, invoices for the Work may be accepted without detailed itemization at the Engineer's discretion.

B. All invoices for special services shall be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, Materials, and Equipment specified herein, a single allowance of ten (10) percent will be added to invoices for special services.

3.07.05. Change in the Contract Price for Adjustments in Contract Time

A. Contract Price may be adjusted for causes listed in Article 3.08.01. Change in Contract Time(s), General, paragraphs "E.1." through "E.5.". No Change in Contract Price shall be allowed for Inexcusable Delay, Concurrent Delay, or Non-compensable Delay as stated in Article 3.08. Change in Contract Time(s).

B. The Contract Price may be adjusted for a compensable delay as specified in Article 3.07.05.D, below if, and only if, Contractor demonstrates it is entitled to a compensable time extension and complies timely with the Notice and Substantiation requirements described in Article 3.07. Change in Contract Price(s).

C. Contractor's right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Price (including without limitation the markups specified) as set forth in Articles 3.07.01 through 3.07.04 of these Standard Provisions. Those Articles include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Unit Price, Lump Sum, or Time-and- Materials work.

1. The Contract Price adjustment provisions set forth in Articles 3.07.01 through 3.07.04 constitute the sole, exclusive and complete compensation that Contractor is entitled to for all costs, expenses and damages incurred by Contractor and its Subcontractors and Suppliers of all tiers associated with Unit Price, Lump Sum, or Time-and-Materials work.

2. If Contractor performs Unit Price, Lump Sum, or Time-and-Materials work during a compensable delay period and seeks additional compensation for the compensable delay (i.e., above the markups specified in Paragraph 3.07.02), then the District will deduct the field and home office overhead costs paid under Paragraph 3.07.02 from the compensation owed under subparagraph 3.07.05.D, below, for the same time period as follows: For field office overhead paid under Paragraph 3.07.02, the District will deduct 5-1/2 percent of the value of the added Work (added through Change Order or Force Account); For home office overhead paid under Paragraph 3.07.02, the District will deduct 5 percent of the value of the added Work

D. Field Office Overhead – Daily Rate: If Contractor meets the conditions for a compensable time extension specified in subparagraph 3.07.05.A, above, then the District shall pay Contractor such amount as the District may find to be fair and reasonable compensation for such part of Contractor’s actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:

1. Within the time and in the format specified by the District, Contractor shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite personnel and onsite office utilities.

2. The listing of the daily field office overhead cost components described above must be based on the Contractor's actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Contractor's time-related daily field office overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new overhead rate based on the Contractor's overhead costs at the time of the subsequent delay.

3. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead costs and no profit allowance shall be allowed on the extended daily field office overhead cost.

4. The information submitted as required above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles. The District shall have the right to audit Contractor's costs under Paragraph 3.07.01 of these Standard Provisions if the District Representative considers the submitted costs to be excessive, questionable, or unsupported.

E. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a compensable time extension will not be allowed unless Contractor demonstrates to the satisfaction of the District that each and every of the following conditions apply to the delay period: (i) the delay was caused by the District; (ii) such District-caused delay was of an indefinite (unknown) duration; (iii) the District-caused delay suspended most, if not all, project Work; (iv) the District-caused delay resulted in a substantial disruption or decrease in the income stream from the project; (v) during the District-caused delay, Contractor was required to remain ready to resume Contract Work immediately; and (vi) Contractor was unable to secure comparable replacement work during the impacted period to replace the reduced cash flow from this project. If Contractor believes that it may be entitled to extended home office overhead, it must notify the District through the Notice of Delay process specified in Paragraph 3.07, above. Within the time and in the format specified by the District, Contractor shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the District may make a determination. Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the District shall have the right to audit Contractor’s submittal under Paragraph 3.07.01 of these General Conditions. If the District determines that extended home office overhead is available, then the District shall have the discretion to determine the methodology for calculation of the rate.

3.08. Change in Contract Time(s)

3.08.01. General

A. The Contract Time(s) for the Contract is specified in the Special Provisions. The Contract Time(s) shall only be changed or adjusted by a fully executed Change Order or by a DCO.

B. Notice and Substantiation: Any request for a change in the Contract Time(s) shall comply with the notice and substantiation requirements shown in Article 3.07. Change in Contract Price(s). No request for an adjustment in the Contract Time(s) will be valid if not submitted in accordance with the requirements of this Article.

C. The Contract Time(s) shall only be extended when a Delay occurs that impacts a Controlling Item of Work as shown in the most recently accepted Detailed Progress Schedule. Time extensions shall be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions may also be allowed when District-caused delays to a Controlling Item of Work and Contractor-caused Delays to a Controlling Item of Work occur concurrently. The Contractor shall be notified if the Engineer determines that a time extension is not justified.

D. Types of Delays are defined below:

1. Compensable Delay: An Excusable Delay for which the Contractor is entitled to receive additional compensation for delay-related costs if (a) the delay was caused by the District or within its control or responsibility; (b) the Delay results in additional costs incurred by the Contractor; and (c) the Contractor has not assumed the risk of the Delay.

2. Concurrent Delay: Two or more independent causes of Delay to the Contractor's performance of Work that meet all of the following criteria: (a) the Delays occur at the same time during all or a portion of the delay period being considered; (b) the Delays directly prevent the Contractor from performing a Controlling Item of Work; (c) each Delay would have delayed the Contractor's performance of a Controlling Item of Work even in the absence of any of the other Delays.

3. Excusable Delay: A Delay to the completion of a specified Contract Time(s) that is due to causes that are unforeseeable and beyond the control and responsibility of the Contractor for which a time extension may be granted.

4. Inexcusable Delay: A Delay to the completion of a specified Contract Time(s) that was reasonably foreseeable or within the control and responsibility of the Contractor for which no compensation or time extension will be granted.

5. Non-compensable Delay: An Excusable Delay for which the Contractor may be entitled to an extension of time without additional compensation for delay-related costs.

E. The Contract Time(s) shall be extended in an amount equal to time lost due to Excusable Delays if a request is made thereof as provided in this Article. An extension in Contract Time(s) shall only be granted for Days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and Equipment force actually engaged on the Work by occurrences or conditions resulting immediately therefrom that impact a Controlling Item of Work as determined by the Engineer. Causes of such Delays shall include:

1. changes;

2. failure of the District to furnish access, right of way, completed facilities of related projects, Drawings, Material, Equipment, or services for which the District is responsible;

3. survey error by the District;

4. suspension of Work pursuant to Article 5.07. Temporary Suspension of Work, paragraph C;

5. differing site conditions;

6. occurrences of a severe and unusual nature, including, but not limited to, acts of God, wars, riots, insurrections, fires, and excusable inclement weather. An “act of God” is defined as an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation for in defense against, but does not include ordinary inclement weather; and

7. act of the public enemy, act of another governmental entity, act of a public utility or other third party outside the control of the District, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a Subcontractor or Supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

3.08.02. Inclement Weather

A. Inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, that is unusual for the particular time and place where the Work is to be performed or that could not have been reasonably anticipated by the Contractor as provided for in the Special Provisions.

B. The Contract Time(s) shall only be extended for Days in excess of the number of Days of inclement weather where the Contractor is prevented by inclement weather, or by conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and Equipment force engaged on Controlling Items of Work as shown on the current, updated, and accepted Detailed Progress Schedule.

C. Should the Contractor prepare to begin Work at the regular starting time at the beginning of any regular work shift on any Day on which inclement weather, or the conditions resulting from the weather, prevents Work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor shall be entitled to a one (1)-Day extension, whether or not conditions change thereafter during that Day and the major portion of the Day could be considered suitable for such construction operations.

D. The Contractor shall include a calendar in all of its Progress Schedules that includes nonworking Days for the number of inclement weather Days specified in the Special Provisions. This calendar shall be used for all weather-sensitive Work.

E. No extension in the Contract Time(s) due to inclement weather shall be considered until after the number of Days of inclement weather Days specified in the Special Provisions has been reached. No reduction in Contract Time(s) shall be made if the number of Days of inclement weather is not reached.

F. The Contractor shall not be entitled to additional compensation for Delays caused by inclement weather.

3.09. Differing Conditions

A. If any Work involves digging trenches or other excavations below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

1. material that the Contractor believes may be a Regulated Material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2. subsurface or latent physical conditions at the site differing from those indicated in this Contract (Type I Differing Site Condition); and

3. unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered, and generally recognized as inherent in Work of the character provided for in the Contract (Type II Differing Site Condition).

B. The Contractor's written notice shall inform the District as to how such conditions affect its Work and shall recommend methods to overcome such conditions.

C. Differing Conditions shall not include:

1. all that is indicated or reasonably interpreted from the Contract Documents or reference documents;

2. all that could be seen on or could have reasonably been discovered or revealed as a result of examination, investigation, exploration, test, or study of the Project site. Reference is made to Article 2.05. Examination of Drawings, Specifications, and Site of Work;

3. conditions that are materially similar to or characteristically the same as those indicated or described in the Contract Documents or reference documents; and

4. conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or reference documents.

D. The District will promptly investigate the condition. If it finds that the conditions do materially so differ or do involve Regulated Material and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the District may issue a Change Order or a DCO under the procedures described in this Contract. For Regulated Material, the District reserves the right to use other forces for exploratory work to identify and determine the extent of such Material and for removing Regulated Material from such areas.

E. In the event that a dispute arises between the District and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

F. The Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the District's investigation of potential differing conditions.

3.10. Cost Reduction Incentive

A. The Contractor may submit to the Engineer, in writing, proposals for modifying the Drawings, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction (known as value engineering change proposals) as provided for in State Specifications Section 4-1.07B wherein the words "State" and "Department" shall mean the District.

3.11. Disputes

A. Claim: A written demand by the Contractor for an adjustment in the Contract Price(s) or in the Contract Time(s), or both, that is submitted in accordance with the requirements of the Contract Documents. Within the context of this Contract, a Claim is associated with a dispute as described in Articles 3.11. Disputes through 3.13. Dispute Review Board.

B. It is the intention of this Article that disputes between parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that matters may be resolved, if possible, or other appropriate action promptly taken. Disputes are divided into four categories: (i) protest, (ii) notice, (iii) potential Claim, and (iv) Claim. During the course of the Project and up to receiving the proposed final estimate, the Contractor must submit a Contract dispute in the form of a written notice, protest, potential Claim, or Claim to the Engineer.

C. Any disputes from Subcontractors or Suppliers that the Contractor passes through to the District for review and consideration shall be certified in the same manner the Contractor would certify its own disputes.

3.11.01. Protest

A. If the Contractor considers any Work demanded to be outside of the requirements of the Contract, or considers any records or ruling or act or omission of the Engineer to be unfair, the Contractor shall immediately, upon such Work being demanded or such record or ruling being made, ask in writing for written instructions or decisions, whereupon the Contractor shall proceed without delay to perform the Work or to conform to the record or ruling and, within seven (7) Days after date of receipt of the written instructions or decisions, shall file a written protest with the Engineer stating clearly in detail the basis of the protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decisions, and acts or omissions of the Engineer shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting Drawings to the Contractor shall be considered as written instructions and decisions subject to protest as herein provided.

3.11.02. Notice of Potential Claims

A. The Contractor is not entitled to additional compensation for any cause unless the Contractor submits to the District a written Notice of Potential Claim as hereinafter specified.

B. The written Notice of Potential Claim must set forth the reasons for which the Contractor believes additional compensation and/or adjustments in the specified Contract Time(s) will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential Claim. This notice as above required must have been submitted to the District before the Contractor performs the Work giving rise to the potential Claim for additional compensation and/or time, if based on an act or failure to act by the District, or in all other cases, within seven (7) Days after the happening of the event, thing, or occurrence giving rise to the potential Claim.

C. The Notice of Potential Claim shall be certified as required in Article 3.12. Claims.

D. Compliance with the foregoing shall not be a prerequisite to any Claim that is based on differences in measurement or errors of computations as to Contract quantities.

3.12. Claims

A. Claims by the Contractor must be submitted to the Engineer before the date of final payment. The Claim shall relate directly to the circumstances addressed in the Notice of Potential Claim and may not raise new issues or circumstances that were not identified in the Notice of Potential Claim. Claims shall be in writing, shall specify the basis for each Claim, shall refer to the applicable provision or provisions of the Contract, and shall show the method of computation and the actual amount claimed. The Claim shall include documents necessary to substantiate the Claim and to establish liability, causation, and damages. All

other factual data, including documentation of actual costs pertaining to that Claim, shall be submitted. Each issue contained in a Claim must include documentation, including background, chronology, Contractor's position, supporting documentation of merit, supporting documentation of damages, schedules (if appropriate), and productivity exhibits (if appropriate). The Claim shall clearly state that it is a Claim being submitted under this Article. Failure to submit a written Claim within the 30-Day period waives any right to recover compensation or to an extension in the Contract Time(s) due to the issues referenced in the Notice of Potential Claim. In addition to the foregoing, to substantiate any Claim, the Contractor shall provide the information required by Article 3.07. Change in Contract Price(s).

B. Pricing of Claims shall be consistent and compliant with the requirements herein for adjustments in the Contract Price(s) and adjustments in the Contract Time(s).

C. Claims must be certified using the following language:

I,_____, BEING THE _____ (MUST BE AN OFFICER) OF_____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME FOR WORK PERFORMED BY THE CONTRACTOR AND/OR ANY SUBCONTRACTOR CLAIMS THAT ARE BEING PASSED THROUGH TO THE DISTRICT, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE DISTRICT IS LIABLE; AND, FURTHER, THAT I HAVE REVIEWED AND AM FAMILIAR WITH BOTH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

D. The District, or its authorized representatives, shall have access, upon reasonable notice during normal business hours, to Contractor and Subcontractor books, documents, and accounting records, including, but not limited to, Bid worksheets, Bids, Subcontractor Bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, Project correspondence, including, but not limited to, all correspondence between the Contractor and its sureties and Subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all Subcontractors directly or indirectly pertinent to the Work of the Project; original as well as changed and claimed extra Work to verify and evaluate the accuracy of cost and pricing data submitted with any Claim for which additional compensation has been requested or Notice of Potential Claim has been tendered. Such access shall include the right to

examine and audit such records and make excerpts, transcriptions, and photocopies at the District's cost.

E. The parties agree that in the event the Contractor or any Subcontractor fails to comply with this Article, the Claim will not be considered by the District. The Contractor agrees to impose upon its Subcontractors by appropriate subcontract provisions the obligations of this Article of the Standard Provisions.

F. No Claim shall be considered where there has been a failure to comply with the requirements relative to protest and Notice of Potential Claim as written elsewhere in these Specifications.

G. The presentation of a Claim shall be an express condition precedent to the Contractor's recourse to (i) informal conference; (ii) nonbinding mediation; and (iii) judicial arbitration to resolve disputes on construction Claims of three hundred seventy-five thousand dollars ($375,000) or less or court action upon the Contract for Claims in excess of three hundred seventy-five thousand dollars ($375,000) in compliance with Public Contract Code Section 20104 et seq.

3.12.01. Claims Less Than Fifty Thousand Dollars

A. For Claims less than fifty thousand dollars ($50,000), the Engineer shall respond in writing to any written Claim within 45 Days of receipt of the Claim or may request in writing within 30 Days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or Claims the District may have against the Contractor.

B. If additional information is thereafter required, it shall be requested and provided pursuant to this Article upon mutual agreement of the Engineer and of the Contractor.

C. The Engineer's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 Days after receipt of further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

3.12.02. Claims From Fifty Thousand Dollars to Three Hundred and Seventy-Five Thousand Dollars

A. For Claims greater than or equal to fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the Engineer shall respond in writing to any written Claims within 60 Days of receipt of the Claim or may request in writing within 30 Days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or Claims the District may have against the Contractor.

B. If additional information is thereafter required, it shall be requested and provided pursuant to this Article upon mutual agreement of the Engineer and of the Contractor.

C. The Engineer's written response to the Claims, as further documented, shall be submitted to the Contractor within 30 Days after receipt of further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.03. Informal Conferences

A. If the Contractor disputes the Engineer's written response or if the Engineer fails to respond within the time prescribed, the Contractor may so notify the Engineer in writing either within 15 Days of receipt of the Engineer's response, or within 15 Days of the Engineer's failure to respond within the time prescribed respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, the Engineer shall schedule a meet-and-confer conference within 30 Days for settlement of the dispute.

B. If, following the meet-and-confer conference, the Claim or any portion remains in dispute, the Contractor may file a Claim pursuant to California Government Code, Title 1, Division 3.6, Part 3, Chapter 1 commencing with Section 900 and Chapter 2 commencing with Section 910. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet-and-confer process conference.

3.12.04. Civil Actions

A. The following procedures are established for all civil actions filed to resolve Claims:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good-cause showing to the court.

2. If the matter remains in dispute, the parties agree to resolve their dispute by binding judicial arbitration pursuant to the Local Civil Rules of the County of Santa Clara Superior Court; notwithstanding, anything in such Local Civil Rules, the parties agree that the Civil Discovery Act of 1986 (Code of Civil Procedure, Title 3, Part 4, Chapter 3, Article 3 commencing with Section 2016 of Chapter 3 of Title 3 of Part 4 of Code of Civil Procedure) shall apply to any proceeding brought under this subdivision.

B. In addition to the Code of Civil Procedure, Part 3, Title 3, Chapter 2.5 commencing with Section 1141.10, (i) arbitrators shall, when possible, be experienced in construction law; and (ii) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.13. Dispute Review Board

A. When specified in the Special Provisions that a Dispute Review Board (DRB) process is required, the DRB process shall be in accordance with these Specification Provisions.

3.13.01. General

A. A DRB is to assist in and facilitate the avoidance and timely, impartial resolution of disputes.

B. All disputes referred to the DRB shall be subject to the dispute resolution process herein described as a condition precedent to initiating a subsequent dispute resolution process, such as arbitration or litigation, for that dispute.

C. Except as explicitly otherwise provided, all disputes that are actionable under the provisions of the prime Contract between the District and the Contractor may be referred to the DRB.

D. The DRB shall be utilized when dispute or potential Claim resolution at the Project level is unsuccessful. The DRB shall function until the Day of Acceptance of the Work by the District Board of Directors, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports.

E. The Contractor shall include in all subcontracts that Subcontractors and Suppliers of any tier (i) agree to submit Subcontractor Claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the DRB resolution specifications; (ii) agree to be bound by the terms of the DRB provisions to the extent applicable to Subcontractor Claims; (iii) agree that, to the extent a Subcontractor Claim is involved, completion of all steps required under these DRB Special Provisions shall be a condition precedent to pursuit by the Subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (iv) agree that the existence of a dispute resolution process for disputes involving Subcontractor Claims shall not be deemed to create any Claim, right, or cause of action by any Subcontractor or Supplier against the District.

F. The DRB reports shall not be binding on the District or on the Contractor and shall be admissible in subsequent dispute resolution proceedings.

G. Immediately after award of the Contract, the District and the Contractor shall meet and discuss and establish the qualifications upon which nominees for the DRB are to be evaluated and jointly select prospective nominees.

H. The District, the Contractor, and the DRB shall execute an agreement similar to the Dispute Resolution Board Foundation's Three Party Agreement form included as an appendix to these Specifications. If there are any conflicts between the provisions of that agreement and these Specifications, the provisions of that agreement shall take precedence.

I. The District and the Contractor shall each bear their respective in-house costs and costs of providing those DRB-related services for which responsibility has been allocated herein. The cost of the DRB panelists shall be split evenly between the Contractor and the District in the manner as described in paragraph "J" in this Article.

J. The Contractor shall pay the full amount of any invoice or costs incurred from the DRB members in accordance with and as set forth in the DRB agreement and in these Specifications. The Contractor shall be reimbursed for 50 percent of these services utilizing the DRB Bid item, or Contract Change Order if no Bid item is specified.

3.13.02. DRB Qualifications

A. Board members shall be experienced in the interpretation of Contract Documents and the resolution of construction disputes and in the type of construction to be performed.

B. The following definitions apply for the purpose of setting forth experience and disclosure requirements:

1. Party directly involved: The District or the Contractor of this Project.

2. Contractor includes all joint-venture partners individually.

3. Party indirectly involved: The construction manager, designers, architects, engineers, or other professional service firms or consultants, joint-venture partners, Subcontractors of any tier, and Suppliers on this Project.

4. Financial ties: Any ownership interest, loans, receivables, or payables.

C. Eligibility

1. Direct Employment

a. Current employees of any of the parties directly or indirectly involved are prohibited from serving as Board members.

b. Prospective Board members who were past employees of one of the parties directly involved must obtain permission from the other party prior to appointment.

c. Previous, direct employment by one of the parties indirectly involved must be disclosed.

2. Consulting Assignments

a. Individuals who are employed in a consulting capacity by any of the parties directly involved are prohibited from serving as Board members.

b. Prospective Board members who are currently employed as a consultant by one of the parties indirectly involved must obtain permission from the other party prior to appointment.

c. Previous employment as a consultant by any party directly or indirectly involved must be disclosed.

3. Financial Ties

a. Individuals with financial ties to any of the parties directly involved are prohibited from serving as Board members.

b. Current financial ties to any of the parties indirectly involved must be disclosed.

c. Previous financial ties with any party directly or indirectly involved must be disclosed.

4. Close Personal or Professional Relationships

a. Individuals with close personal or professional relationships with a key member of any party directly involved are prohibited from serving as Board members.

b. Such current relationships with a member of any party indirectly involved in the Contract must be disclosed.

c. All past personal or professional relationships with a key member of one of the parties directly or indirectly involved must be disclosed.

5. All past and current service as a Board member on projects where any of the parties directly or indirectly involved in this Contract were also involved must be disclosed.

6. No member shall have had substantial prior involvement in the Project in the judgment of the District and the Contractor.

7. Ongoing Responsibilities: While serving as a Board member on the DRB, no member shall participate in any discussion contemplating the creation of an agreement or making an agreement with any party directly or indirectly involved in the Contract regarding employment, or fee-based consulting services, or any other business arrangement after the Contract is completed.

3.13.03. Establishment of the DRB

A. The District and the Contractor shall jointly participate in the evaluation and selection of prospective nominees for the DRB.

B. The District and the Contractor shall provide to the DRB nominees a list of the construction manager, designers, architects, engineers, professional service firms, consultants, joint-venture partners, Subcontractors, and Suppliers involved or likely to be involved in the Project with a list of each party's key personnel.

C. DRB nominees shall provide the following, pursuant to the above requirements and in addition to the nominee's full name and contact information, to both parties:

1. Résumé showing construction experience qualifying the person as a DRB member.

2. Résumé showing past DRB participation, if any. List each DRB assignment separately, indicating the name and location of the Project, dates of DRB service, name of owner, name of contractor, Contract value, nominating party, if applicable, names of the other Board members, and the number of disputes heard.

3. Disclosure statement describing past, present, and anticipated relationships, including indirect relationships through the nominee's full-time employer, if any, to the Project, with all parties directly and indirectly involved in the Contract. Disclose close professional or personal relationships with key members of all of these parties.

4. Disclosure is a continuing obligation of all Board members throughout the life of the Contract.

D. The District and the Contractor shall then have three (3) weeks to solicit and receive information from prospective candidates, and another two (2) weeks to review and to jointly agree on the final selection of the three (3) members to serve on the DRB. In the event that all three (3) members were not selected from the initial pool of nominees, the process shall be repeated.

E. If the DRB Chair has not already been appointed as part of the selection process, as soon as is practicable, the Board members shall nominate the Chair and submit the nominee's résumé and request approval by the District and by the Contractor.

3.13.04. DRB Meetings

A. The DRB shall visit the Project site and meet with representatives of the parties at periodic intervals and at other times requested by the parties.

B. Each meeting shall consist of an informal discussion and a field observation of the Work in progress. The discussion and field observation shall be attended by personnel of the District and by the Contractor.

3.13.05. Dispute Resolution

A. Prior Good-Faith Negotiation

1. The District and the Contractor shall enter into good-faith negotiations to settle a dispute before referring the dispute to the DRB.

2. These good-faith negotiations shall be founded on the principle of full and timely disclosure of each party's position to the other party, including the exchange of pertinent supporting records, analyses, expert reports, and similar documentation, and shall proceed without delay following the inception of the dispute. Such good-faith negotiations may involve the solicitation and rendering of a DRB advisory opinion as described herein.

B. Dispute Referral

1. A dispute may be referred to the DRB by either the District or by the Contractor. The dispute referral shall be made in writing to the DRB Chair with a copy concurrently provided to the other Board members and to the other party.

2. If the Contract stipulates a precedent dispute resolution process prior to referral to the DRB and if one party fails to meet or adhere to the time requirements set forth under the Contract for this process, the other party may then refer the dispute to the DRB. In the event that the Contract does not specify a precedent process or specifies a precedent process without time requirements, either party may refer the dispute to the DRB after passage of a reasonable period of time without progress toward a negotiated settlement; the DRB will determine if the dispute should be heard.

3. The dispute referral shall concisely define the nature and specifics of the dispute that are to be considered by the DRB and the scope of the recommendation requested.

4. The DRB Chair shall confer with the parties to establish a due date for delivering pre-hearing submittals, and a date, time, and location for convening the DRB hearing. Hearings shall be convened at the next periodic meeting, unless the parties agree to a shorter or longer period.

C. Pre-hearing Submittal

1. The District and the Contractor shall each prepare a pre-hearing submittal and transmit it to all three (3) members of the DRB and to the other party. The pre-hearing submittal, comprised of a position paper with such backup data as is referenced in the position paper, shall be tabbed, indexed, and the pages consecutively numbered.

2. Both position papers shall, at a minimum, contain the following:

   a. A joint statement of the dispute and the scope of the desired report placed in a prominent location. The language of this joint statement shall summarize in a few sentences the nature of the dispute. If the parties are unable to agree on the wording of the joint statement of dispute, each party's position paper shall contain both statements and identify the party authoring each statement.

   b. The basis and justification for the party's position with reference to Contract language and other supporting documents for each element of the dispute. To minimize duplication and repetitiveness, the parties may identify a common set of documents that will be referred to by both parties and submit it in a separate package.

   c. When the scope of the hearing includes quantum, the referring party shall include a schedule impact analysis and full cost details, calculated in accordance with methods set forth in the Contract. This requirement does not apply if the report is to be made for entitlement alone or for entitlement with guidelines for quantum.

3. The number of copies, distribution requirements, and time for submittal will be established by the DRB and communicated to the parties by the Chair.

D. DRB Hearings

1. The District will arrange for or will provide hearing facilities at or near the site.

2. Attendance

   a. The District and Contractor shall both limit attendance at the hearing to personnel directly involved in the dispute and participants in the good-faith negotiations that were conducted prior to submittal to the DRB except as noted below.

   b. Prior to the date established for the hearing, each party shall provide a list of proposed attendees to the DRB and to the other

party. In the event of any disagreement, the DRB shall make the final determination as to who attends the hearing.

c. Attorneys shall not participate in the hearing. Attorneys representing the parties are permitted to attend dispute hearings provided that prior permission is obtained from the other party.

d. At DRB hearings regarding Claims by a Subcontractor, including pass-through Claims by a lower tier Subcontractor or Supplier against the Contractor that are actionable by the Contractor against the District, the Contractor shall require and ensure that each Subcontractor involved in the dispute has presented an authorized representative with actual knowledge of the facts underlying the Subcontractor Claims.

3. The conduct of the hearing shall be established by the DRB according to its operating procedures and be generally consistent with the following guidelines:

a. The party who referred the dispute to the DRB shall present its position first, followed by the other party.

b. Both parties shall be allowed successive rebuttals, assuring a full and adequate opportunity to present their position, and to rebut the opposing party's position, until, in the DRB's opinion, all aspects of the dispute have been fully and fairly covered.

c. The DRB shall be fully prepared to, and may at any time, ask questions, request clarifications, or ask for additional data and/or for job records.

d. Either party may request that the DRB direct a question to or request a clarification from the other party. The DRB shall determine at what point in the proceedings such requests may be made and if they will be granted. In general, the DRB will not allow one party to be questioned directly by the other party.

e. In difficult or complex cases, additional hearings may be necessary to facilitate full consideration and understanding of the dispute.

f. The DRB, in its discretion, may allow introduction of arguments, exhibits, handouts, or documentary evidence that were not included in that party's pre-hearing position paper and that had not been previously submitted to the other party. In such cases, the other party will be granted time to review and prepare a rebuttal to the new material.

E. Failure to Prepare a Pre-hearing Submittal or Attend a DRB Hearing

1. In the event that either party fails to deliver a pre-hearing submittal by the date established by the DRB, the DRB shall, at its discretion, determine whether the hearing shall proceed as originally scheduled or whether additional time shall be provided and a new date established. On the final date and time established for the hearing, the DRB shall proceed with the hearing utilizing the information that has been submitted.

2. In the event that some or all of the representatives of either party fail to appear at the appointed time of a DRB hearing, the DRB shall proceed with the hearing. The hearing shall take place as if all party representatives were in attendance. The DRB shall consider all evidence brought before it and hear testimony from those party representatives who are present.

F. Use of Outside Experts

1. By the District or by the Contractor

a. A party intending to offer an outside expert's analysis at the hearing shall disclose such intention in writing to the other party and to the DRB no less than 30 Days prior to the due date for delivering the pre-hearing submittal. The expert's name and a general statement of the area of the dispute that will be covered by his/her testimony shall be included in the disclosure.

b. Upon receipt of the above disclosure, the other party shall have the opportunity to secure the services of an outside expert to address or respond to those issues that may be raised by the other party's outside expert. The disclosure requirements shall be the same as that specified above, except the time requirement is ten (10) Days.

c. The cost for securing outside expert services shall be borne by the party securing such services.

2. By the DRB

a. Prior to arranging for outside experts, the DRB shall obtain prior approval from the District and from the Contractor by providing:

(1) A statement explaining why the expert assistance is needed.

(2) An estimate of the cost of the expert assistance.

(3) A disclosure statement in accordance with the requirements of Article 3.13.03. Establishment of the DRB

herein using the criteria established in Article 3.13.02. DRB Qualifications.

(4) A confidentiality statement, consistent with the DRB's agreement, executed by the proposed expert.

(5) The Contractor and the District shall equally bear the cost of the services of the outside expert employed by the DRB.

G. DRB Report

1. The DRB's recommendations for resolution of a dispute will be formalized in a written report with a format as determined by the DRB and signed by all Board members. The report should consist of a concise description of the dispute, short statements of each party's position, findings as to the facts of the dispute, discussion and rationale for the recommendation(s), and the recommendation(s). The report shall be submitted concurrently to the parties as soon as possible after completion of the hearing as agreed by all parties.

2. If the DRB cannot arrive at a unanimous report, the Board shall prepare minority findings and recommendation(s), which, together with the majority findings and recommendation(s), shall comprise the DRB report. The report shall identify the issues of disagreement along with the reasons for disagreement.

3. Clarification

a. Either party may request clarification of a report within ten (10) Days following receipt of the report. Within a reasonable period of time, the DRB shall provide written clarification to both parties.

b. Requests for clarification shall be submitted in writing simultaneously to the DRB and to the other party.

c. Only one request for clarification per dispute from each party shall be allowed.

4. Reconsideration

a. Either party may request reconsideration of a report within ten (10) Days following receipt of the report when new information is obtained or developed that was not known at the time of the hearing, or when, in the party's opinion, the DRB misunderstood or failed to consider pertinent facts of the dispute. Within a reasonable period of time, the DRB shall provide written reconsideration to both parties.

b. Requests for reconsideration shall be submitted in writing simultaneously to the DRB and to the other party.

c. The Board will not entertain requests for reconsideration that amount to a renewal of a prior argument or an additional argument based on facts available at the time of the hearing.

d. Only one request for reconsideration per dispute from each party shall be allowed.

5. Acceptance

a. The District and the Contractor shall submit their written acceptance or rejection of the report concurrently to the other party and to the DRB within 14 Days of receipt of the report or following receipt of responses to requests for clarification or reconsideration.

b. Failure by either party to accept or reject within the specified period shall be construed as acceptance of the report by that party.

c. Acceptance by the District of a report on entitlement only, or on entitlement with guidelines for quantum, does not obligate the District to any particular quantum amount.

H. Advisory Opinions

1. An advisory opinion serves as a method for potentially avoiding a DRB hearing. It is not intended to replace the dispute resolution process specified herein but may be implemented as part of the good-faith negotiations conducted between the parties.

2. When mutually agreed to by the District and by the Contractor, the DRB may, at its discretion, provide an advisory opinion on any issue.

3.14. Escrow Bid Documents

A. When required by the Special Provisions, Escrow Bid Documents shall be prepared and submitted as specified herein.

3.14.01. Introduction

A. The Escrow Bid Documents shall include complete documentation of all backup information used in the preparation of the Contractor's Bid prices for this Project as described below. The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract or until all Claims are resolved, whichever is later.

B. The Escrow Bid Documents are, and shall always remain, the property of the Contractor, subject to joint review by the District and by the Contractor as provided herein.

C. The District stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, constitute trade secrets.

1. This acknowledgement is based on the District's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and by a limited number of employees of the Bidder, is safeguarded while in the Bidder's possession, and is extremely valuable to the Bidder's competitors by virtue of its reflecting Bidder's construction strategies, assumptions, and intended means, methods, and techniques of construction.

2. The District acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein.

3. The District further acknowledges that the Escrow Bid Documents and the information contained therein are being provided to the District only because it is an express prerequisite to award of the Contract.

4. The District further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know or do not use the contents of such information.

5. The District further agrees, to the fullest extent permitted by law, to safeguard the Escrow Bid Documents against disclosure and not provide as public records.

D. The successful Bidder agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all of the information used in the preparation of its Bid for this Work and that no other Bid preparation information shall be considered in resolving disputes or Claims. The successful Bidder also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

3.14.02. Purpose

A. The Escrow Bid Documents will be used solely to assist in the settlement of disputes and Claims. They will not be used for pre-award evaluation of the Contractor's anticipated methods of construction nor to assess the Contractor's qualifications for performing the Work.

3.14.03. Format and Contents

A. The Bidders may submit the Escrow Bid Documents in their usual cost estimating format; a standard format is not required. However, sufficient detail shall be included to ensure that the Escrow Bid Documents enable complete understanding and proper interpretation of their content.

B. The Escrow Bid Documents shall clearly itemize and separate the estimated cost of performing each major activity for each Bid item contained in the Bid. Bid items should be separated into sub-items to present a detailed cost estimate. Crews, Equipment, estimated quantities, and the rate of production shall be detailed. Increments of cost shall include, but shall not be limited to, such items as direct labor, permanent Material, supplies, consumables, subcontracts, Equipment charges, and allocation of overhead and profit. Plant, Equipment, and indirect costs should be detailed. All costs included in the Bid prices must be specifically identified and the methods of application described.

C. The Escrow Bid Documents shall include all quantity takeoffs; calculations of rates of production and progress; copies of quotes from Subcontractors and Suppliers; and memoranda, narratives, and all other information used by the Bidder to arrive at the prices contained in its Bid.

3.14.04. Submittal

A. Escrow Bid Documents must be submitted by the Bidders submitting the three apparent low Bids. The Escrow Bid Documents must be submitted in a sealed container, separate from the Bidder's Bid Proposal, no later than 5 p.m. on the third business day following the Bid opening. Each container must be clearly marked on the outside with the Bidder's name, date of submittal, Project name, and the words "Escrow Bid Documents." Timely submission of these forms is considered material by the District.

B. The Escrow Bid Documents must be accompanied by a separate certification, "Bid Form 10 – Escrow Bid Documents Certification of Completeness," signed by an individual authorized by the Bidder to execute the Bid Proposal. The Bidder certifies that the material in the Escrow Bid Documents constitutes all of the documentary information used in preparation of this Bid, and that the Bidder's authorized individual has personally examined the contents of the Escrow Bid Documents container and has determined that the Documents in the container are complete.

C. The Escrow Bid Documents of the apparent successful Bidder will be opened and reviewed by an appointed member of the District in the presence of the Bidder before the Contract is awarded. The apparent successful Bidder must attend this review meeting.

D. This review is to ensure that the Escrow Bid Documents are legible and complete. It will not include a review of, or constitute approval of, proposed construction methods, estimating assumptions, or interpretations of the Contract

Documents. The review will not alter any condition or term of the Contract. Should the review indicate that any data is incomplete or missing, the Bidder shall supply the missing information within 24 hours or at such other time as is mutually agreeable.

E. The timely submittal of complete Escrow Bid Documents is an essential element of the Bid process and a prerequisite to Contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for the District to reject the Bid as nonresponsive.

F. If the Contract is not awarded to the apparent successful Bidder, the Escrow Bid Documents of the Bidder submitting the next lowest responsive Bid shall be processed as described above. The Escrow Bid Documents of unsuccessful Bidders will be held unopened until such time that they are returned after execution of the Contract by the successful Bidder.

G. If any Bidder's Proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds the percentage of the total Bid price specified in the Special Provisions, shall provide separate Escrow Bid Documents to be included with those of the Bidder. At the District's discretion, such Documents shall be opened and reviewed, in the presence of the Subcontractor only in the same manner and at the same time as the review described above for the apparent successful Bidder.

H. In accordance with state law, if the Contractor substitutes a Subcontractor after Contract award, the District retains the right to require the new Subcontractor to submit Escrow Bid Documents.

3.14.05. Storage

A. Upon completion of the review, receipt of the apparent successful Bidder's Escrow Bid Documents will be acknowledged in writing by the District. The documents will be placed in escrow for the life of the Contract at an escrow firm within the greater Santa Clara County area chosen by the District. The District will pay for storage and maintenance of the Escrow Bid Documents.

3.14.06. Examination

A. The Escrow Bid Documents may be examined at any time deemed necessary by either the District or by the Contractor to assist in settling disputes and Claims.

B. An examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, Escrow Bid Documents are proprietary and confidential.

2. The District and the Contractor (and any Subcontractor to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party seven (7) Days prior to any

examination representatives who are authorized to examine the Escrow Bid Documents. With the consent of both the District and the Contractor, members of the DRB may participate in the examination of the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents.

3. Access to the Escrow Bid Documents may take place only in the presence of a duly designated representative of both the District and the Contractor. If the Contractor fails to designate a representative or fails to appear for joint examination on seven (7) Days' notice, then the District representative may examine the Escrow Bid Documents upon an additional three (3) Days' notice.

3.14.07. Final Deposition

A. The Escrow Bid Documents will be returned to the Contractor after the Work has been completed and accepted and after all Claims and disputes involving this Work have been settled. The Contractor will thereupon be required to waive, in writing, any right to lodge further Claims involving this Work.

3.15. Partnering

3.15.01. Partnering Relationship

A. The District encourages a partnering relationship with the Contractor to effectively complete the Contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and to mutually resolve conflicts at the lowest possible management level.

3.15.02. Professionally Facilitated Project Partnering

A. To further the partnering relationship, Professionally Facilitated Project Partnering can be implemented by one of two methods:

1. The District requires Professionally Facilitated Project Partnering. The Contractor shall comply with the Special Provisions regarding this requirement.

2. The Contractor submits a written request for Professionally Facilitated Project Partnering. However, this method can only be implemented if the Engineer approves the request in writing.

B. Implementation of Professionally Facilitated Project Partnering

1. Scheduling the Professionally Facilitated Project Partnering workshops, selecting the Professional Partnering Facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

2. Partnering workshops will be held on a quarterly basis during construction, or as needed, and as determined by the Engineer and by the Contractor. Both parties will determine workshop attendees, agenda, and duration. Persons required to be in attendance will be the Engineer and/or the Engineer's authorized agents and key Project personnel; the Contractor's authorized representative, on-site Project manager, and key Project supervision personnel of both the prime and principal Subcontractors and Suppliers; and other personnel as deemed necessary by the District and by the Contractor.

3. The Contractor shall secure the Professional Partnering Facilitator and the off-site meeting room. The District will pay in full for the services of a Professional Partnering Facilitator and for the off-site meeting room based on invoices priced without markup. Payment for these services shall be made utilizing the Professionally Facilitated Project Partnering Bid item or Contract Change Order if no Bid item is specified. All other costs associated with the partnering workshops will be borne separately by the party incurring the costs (e.g., wages and travel expenses); no additional payment shall be made.

C. The establishment of Professionally Facilitated Project Partnering will not change or modify the terms and conditions of the Contract and will not relieve either party of its legal requirements of the Contract.

3.16. Claims and Disputes per Public Contract Code Section 9204

A. Public Contract Code Section 9204 (PCC 9204) applies to all contracts entered into on or after January 1, 2017. PCC 9204 shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date. The provisions of PCC 9204 are set forth below.

B. The Legislature has found and declared that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner. PCC 9204 shall apply to any claim by a contractor in connection with a public works project.

C. Prior to submitting a claim per PCC 9204, the Contractor shall comply with Article 3.11.01. Protest, Article 3.11.02 Notice of Potential Claims, 3.12. Claims, A. through F.

D. For purposes of PCC 9204, the following definitions apply:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

b. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

c. Payment of an amount that is disputed by the public entity.

2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

3. "Public entity" means, without limitation, except as provided in subparagraph (b), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

4. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

5. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

E. Upon receipt of a claim pursuant to PCC 9204:

1. The District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provided in this Article.

2. The Contractor shall furnish reasonable documentation to support the claim.

3. If the District needs approval from the Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 days or

within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next Board meeting after the 45-Day period, or extension, expires to provide the Contactor a written statement identifying the disputed portion and the undisputed portion.

4. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph 3. below shall apply.

5. If the Contractor disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this Article within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

    a. Upon receipt of a demand in writing sent by registered mail or certified mail,return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

    b. Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this Article.

    c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

d. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Public Contract Code Section 20104.4 (see Article 3.12.01. Claims Less Than Fifty Thousand Dollars through Article 3.12.04. Civil Actions) to mediate after litigation has been commenced.

e. This Article does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

6. Failure by the District to respond to a claim from a Contractor within the time periods described in this Article shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Article, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

7. Amounts not paid in a timely manner as required by this Article shall bear interest at 7 percent per annum.

8. If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, the Contractor may present to the District a claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be presented to the District shall furnish reasonable documentation to support the claim. Within 45 Days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the District and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

F. A waiver of the rights granted by PCC 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of PCC 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in PCC 9204.

G. Nothing in PCC 9204 shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

3.17. Choice of Law and Venue

A. The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

SECTION 4. LEGAL REGULATIONS AND RESPONSIBILITY

4.01. Laws to be Observed

A. The Contractor shall remain informed of and in compliance with the latest version of applicable existing and future Federal, State, County, and Municipal laws, ordinances, rules, and regulations, including, but not limited to, those cited herein.

4.02. Equal Opportunity Requirements

A. The Santa Clara Valley Water District is an equal opportunity employer and requires its Contractors to have and adhere to a policy of equal opportunity and nondiscrimination. In the performance of the Agreement, the Contractor will comply with all applicable Federal, State, Local Laws and Regulations, and will not discriminate against any Subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship); or against any other person on the basis of sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding); race, religion, color, national origin (including language-use restrictions); ancestry, religious creed (including religious dress and grooming practices); political affiliation, disability (mental and physical, including HIV or AIDS); medical condition (cancer and genetic characteristics) and genetic information; marital status, parental status, gender, age (40 and over); pregnancy, military, and veteran status; sexual orientation, gender identity, and gender expression; the exercise of family and medical care leave; the exercise of pregnancy disability leave; or the request, exercise, or need for reasonable accommodation.

B. The Contractor's policy must conform with applicable State and Federal guidelines, including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations;" Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et. seq.); California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code Sections 1101 and 1102.

C. Contractor must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Contractor must conduct a fair, prompt, and thorough investigation of all allegations directed to Contractor by the District. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Contractor must take prompt, effective action against the offender.

4.03. Employment of Labor

A. In the employment of labor in the performance of the Contract, the District desires that the Contractor and all Subcontractors give first consideration to residents of the District.

4.04. Prevailing Wages

A. The Work to be performed pursuant to this Contract is "public works" subject to the California Prevailing Wage Law, California Labor Code Section 1720, et seq. and the applicable implementing regulations (the Prevailing Wage Law) with which the Contractor must comply. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Contract. Notwithstanding any other provisions of this Contract, the Contractor will not be entitled to any adjustment in compensation in the event there are adjustments to the General Prevailing Wage Rates.

1. In accordance with the Prevailing Wage Law, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Work. These rates are set forth in the latest determination obtained from the Director, which is on file in the office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set out in full. The rates are also available on the State of California Department of Industrial Relations website at http://www.dir.ca.gov.

2. Pursuant to Labor Code Section 1773.2, the Contractor shall post the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages at each job site.

3. The Contractor shall pay a penalty to the District of $200 for each 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 in violation of the provisions of the Prevailing Wage Law.

B. Each Contractor and Subcontractor shall keep accurate payroll record, showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each Day and week, and the actual per-diem wages paid to each journeyman, apprentice, worker, or other employee by him/her in connection with the public Work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the Prevailing Wage Law. The Contractor and each Subcontractor shall electronically submit certified payroll records to the certified payroll records electronic system designated by the District. Additionally:

1. The Contractor and each Subcontractor, pursuant to California Labor Code Section 1776, must submit certified payroll records within ten

(10) Days after the District's written request for submission of certified payroll records to comply with Article 4.04. Prevailing Wages, 4.04.C. The certified payroll(s) must include the date of actual payment of wages for each worker employed on the Project and a breakdown of each payment, including all fringe benefits included in such wage for each worker.

2. In the event that the Contractor fails to comply with the ten (10)-Day submission deadline of California Labor Code Section 1776, the Contractor shall pay a penalty to the District of $100 for each Calendar Day or portion thereof, for each worker, until the Contractor achieves compliance with Section 1776.

3. The Contractor shall inform the District of the location of the payroll records, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change in location and address. The Contractor is responsible for compliance with payroll record requirements imposed by Section 1776 of the Labor Code.

4. Pursuant to Labor Code Section 1771.4, the Contractor and each Subcontractor must submit certified payroll records directly to the Labor Commissioner, at least monthly, through the eCPR portal at http://www.dir.ca.gov.

5. The submission of certified payroll records to the Labor Commissioner, through the eCPR portal, does not excuse the Contractor and each Subcontractor from also submitting certified payroll records to the certified payroll record system designated by the District.

C. The Contractor must submit certified weekly payroll(s) in support of the monthly request for payment as required herein. Certified weekly payroll(s) must be submitted within ten (10) Calendar Days from the progress payment end date. Payroll(s) shall contain the full name, address, and Social Security number of each employee; his/her correct classification and rate of pay; daily and weekly number of hours worked; itemized deductions made; and actual wages paid. Payroll shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and Social Security number need only appear on the first payroll on which his/her name appears. The payroll(s) shall be accompanied by a Statement of Compliance signed by the employer or agent indicating that the payroll(s) is correct and complete and that the wage rates contained therein are not less than those required by the Contract. The Statement of Compliance shall be on forms furnished by the District or on any form with identical wording. The Contractor shall be responsible for the submission of copies of the payroll(s) of all Subcontractors, including sub-Subcontractors.

1. This project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Contractor and Subcontractors must furnish the records specified in Section 1776 directly to the Labor Commissioner in the following manner: monthly, in a format prescribed by the Labor Commissioner.

2. The District will take all actions reasonably necessary to enforce the prevailing wage requirements of this Contract, including retaining progress payment funds not supported by certified payroll(s).

3. Retentions for failure to submit satisfactory payroll(s) are in addition to all other retentions provided for in the Contract.

D. The Contractor and each Subcontractor shall preserve their respective payroll records for a period of four (4) years from the date of filing a Notice of Completion and Acceptance under the Contract.

1. The work of installing, assembling, repairing, or reconditioning—or other work of any nature on machinery, Equipment, or tools used in or upon the Work—is considered a part of the Work to be performed under the Contract; any laborers, workers, or mechanics working on such machinery, Equipment, or tools are subject to all of the requirements relating to labor set forth in the Contract.

2. The construction, erection, and operation of Material production, proportioning, or mixing plants from which Material is used wholly on the Contract or on contracts under the supervision of the District shall be considered a part of the Work to be performed under the Contract; any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

4.05. Hours of Labor

A. Eight (8) hours of labor constitutes a legal Day of work. The Contractor shall pay a penalty to the District of $25 for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each Day during which such worker is required or permitted to labor more than eight (8) hours in violation of Labor Code Sections 1810 to 1815, inclusive.

4.06. Apprentices

A. The Contractor shall comply with Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or by any Subcontractor.

B. Section 1777.5 requires the Contractor or Subcontractor employing persons as defined in any apprenticeable occupation to apply for a certificate of approval to the joint apprenticeship committee that is nearest the site of the public works project and that administers the apprenticeship program in that trade. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of work performed by apprentices to journeymen in such

cases shall not be less than one (1) hour to five (5) hours, except when the committee finds that any one of the following conditions are met:

1. In the event unemployment for the previous three (3)-month period in the Project site area exceeds an average of 15 percent; or

2. In the event the number of apprentices in the area exceeds a ratio of one (1) to five (5); or

3. If there is a showing that the apprenticeable craft or trade is replacing at least one thirtieth of its journeymen annually through apprenticeship training either (i) on a statewide basis, or (ii) on a local basis; or

4. If assignment of an apprentice to any Work performed under a public works contract would create a condition that would jeopardize his/her life; or the life, safety, or property of fellow employees; or the public at large; or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

C. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

D. The Contractor and any Subcontractor shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

E. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, CA, or from the Division of Apprenticeship Standards and its branch offices.

4.07. Permits and Licenses

A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the prosecution of the Work, except as provided in the Special Provisions.

4.08. Patents and Copyrights

A. The Contractor shall assume all costs, including any costs of defense arising from the use of any copyrighted composition, secret process, patented or unpatented invention, article, Equipment, device, or appliance manufactured, furnished, or used in the performance of the Contract, including their use by the District, unless otherwise specifically stipulated in the Specifications.

4.09. Interference With Fire Hydrants, Highways, and Fences

A. The Contractor shall conduct operations so as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained thereof from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by local authorities in connection with necessary operations under the Contract shall be performed by the Contractor at the Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent; upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the Work until the Work is finished, after which they shall be restored to their original location in an equal or better condition than existed prior to rearrangement.

4.10. Preservation of Property

A. The Contractor shall exercise due care to avoid damage to existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Drawings shall not relieve the Contractor of the responsibility to ascertain the existence of any underground improvement or facility that may be subject to damage by reason of the Contractor's operations.

B. Any damage to improvements or property—whether above or below ground, private or public, within or adjacent to the Project limits—arising from or in consequence of the performance of the Contract shall be promptly repaired by the Contractor.

C. If the Engineer requires such repair to be made prior to the execution or continued performance of any part of the Work included in this Contract, the Engineer will so notify the Contractor who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall be considered Inexcusable Delay; no extension of time for completion of the Contract will be allowed. The Contractor will be subject to Contract damages for any impact to the Contract Milestones resulting from its damage to property or from failure to make timely repairs.

D. When Ordered by the Engineer to make any such repair, the Contractor shall start work thereon within 4 hours and shall prosecute the same with diligence to completion. Upon failure of the Contractor to so comply with such order, or upon the Contractor's failure to make immediate emergency repairs reasonably determined by the Engineer to be necessary in the best interests of the public, the Engineer shall have authority to cause the repair to be made and to deduct the costs thereof from any money due, or which may become due, the Contractor.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor shall act to prevent, to the extent possible, such threatened loss or injury whether instructed or not to do so by the Engineer.

4.11. Contractor's Responsibility for the Work

A. Until the Acceptance of the Work, the Contractor shall have the charge and care of the Work and of the Material to be used therein and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from non-execution of the Work. The Material to be used in the Work include both those furnished by the District and those furnished by the Contractor, including Material for which the Contractor has received partial payment.

4.12. Indemnification

4.12.01. Indemnify and Hold Harmless

A. Contractor must indemnify and hold harmless the District, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Work is being performed, any party the District is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an "Indemnitee"; collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising out of, pertaining to, or caused by, or in any way relating to the Work, including the performance of this Contract or any subcontract hereunder, by Contractor and/or its agents, employees, or subcontractors, whether such claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

4.12.02. Limitation on Indemnity

A. Notwithstanding any language in this Contract to the contrary, Contractor is not obliged to indemnify and/or hold harmless the Indemnitees from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising from the sole or active negligence or willful misconduct of the District or its agents, servants or independent contractors who are directly responsible to the District, or from damages for defects in designs furnished by those persons.

4.12.03. Duty to Defend

A. Contractor agrees, at its own expense, and upon written request by the District or any individual Indemnitee, to immediately defend any suit, action, claim, or

demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) covered by Contractor's indemnity obligation set forth in 4.12.01. above, and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by District or its agents, servants or independent contractors who are directly responsible to the District, the District shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of the District or its agents, servants or independent contractors who are directly responsible to the District.

4.12.04. Survival

A. The rights, duties, and obligations of the Parties as set forth above in this Article 4.12. Indemnification, survive expiration, termination, suspension, and completion of the Contract and remain in full force and effect.

4.13. Contractor's Insurance

4.13.01. General

A. The insurance procured by the Contractor for the benefit of Santa Clara Valley Water District shall not be deemed to release or limit any liability of the Contractor. Damages recoverable by Santa Clara Valley Water District for any liability of the Contractor shall, in any event, not be limited by the amount of the required insurance coverage. Failure by the Contractor to maintain all required insurance at all times during the performance of this Contract and until Acceptance by the District, shall, at the discretion of the District, result in temporary suspension of Work, or termination of control, or termination of the Contract as indicated herein, and shall not be a basis for a time extension. The Contractor's insurance shall be primary with respect to any other insurance that may be carried by Santa Clara Valley Water District.

B. The District has the right to require the Contractor to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by the Agreement.

C. The specific insurance requirements and coverages shall be in accordance with the Special Provisions.

4.13.02. Insurance on Work and Material

A. The Contractor shall secure and maintain such direct damage insurance against such perils as the Contractor may deem necessary to protect the Work called for in this Contract, including Work completed, Material in place or to be used in the

performance of this Contract, and such other miscellaneous items as may be necessary to the performance of this Contract.

4.14. Payment of Taxes

A. Except as otherwise specifically provided in the Special Provisions, the Contract Price(s) shall include full compensation for all current and future taxes that the Contractor is required to pay, whether imposed by Federal, State, or local government; no tax exemption certificate or any other document designed to exempt the Contractor from payment of tax will be furnished to the Contractor by the District.

4.15. Cooperation With Others

A. The District reserves the right to access and do other work, maintenance or operations on or near the Project. The Contractor shall cooperate with others and coordinate its Work with planned or ongoing work of the District or of other District contractors within or adjacent to the limits of the Contract Work. The Contractor shall conduct the Work so as to facilitate work by the District or by others and prevent delay, additional expense, or hindrance thereto, and allow for the satisfactory prosecution of the Work.

B. The Contractor shall request from, and exchange with others, Drawings, data, and information as necessary to ensure proper completion of the Project and of the work of others. The Contractor shall furnish to the Engineer copies of correspondence and Drawings exchanged with other contractors.

C. The Contractor shall complete the following activities as requested by the Engineer to assist in the coordination of Contract Work with work by others: attend planning meetings; review and comment on Project documents relative to coordination aspects; schedule Work to promote efficient installation of all improvements; move Material, Equipment, or vehicles to allow work by others to proceed; and other reasonable activities.

D. No additional payment shall be made or Claims considered for Delay due to the Contractor’s failure to coordinate the Work or because of conflicts with other construction, including that of the District.

E. The Contractor agrees to reimburse the District for any payments made to other Contractors that were incurred as a result of the Contractor’s Inexcusable Delays.

4.16. Property Rights in Material

A. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the Material used after they have been attached or affixed to the Work or after payment has been made for 90 percent of the value of Material delivered to the site of the Work, whether or not they have been so attached or affixed. All such Materials shall become the property of the District upon being so

attached or affixed or upon payment of 90 percent of the value of Material delivered by the Contractor to the worksite and not used as provided herein.

4.17. Rights in Land and Improvements

A. Nothing in these Standards shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the District and any owner, former owner, or tenant of such land, structure, or building.

4.18. Title to Material Found on the Work

A. The title to all water and to the right to use all water; and all soil, stone, gravel, sand, minerals; and all other Material developed or obtained in the excavation or other operations by the Contractor, or by any Subcontractor, and the right to use or dispose of the same are hereby expressly reserved by the District; neither the Contractor, nor any Subcontractor, shall have any right, title, or interest in, or to any part thereof; neither shall they, nor any of them, assert or make any claim thereto. The Contractor may be permitted to use in the Work, without charge, any such Material that meet the requirements of these Specifications.

4.19. Trespass

A. The Contractor shall be responsible for all damage or injury that may be caused on or to any property by trespass by the Contractor or any Subcontractor in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

4.20. Subcontracting

A. The Contractor shall comply with the Subletting and Subcontracting Fair Practices Act commencing with Public Contract Code Section 4100. Violations shall subject the Contractor to penalties described therein.

B. For the purposes of consenting to substitution of a designated Subcontractor in accordance with Public Contract Code Section 4107, 4109, and 4110, the Administrative Hearing Officer will be in accordance with Article 3.02. Engineer.

C. The Engineer reserves the right to order the Contractor to terminate any subcontract if, in the Engineer’s opinion, the Subcontractor fails to comply with the applicable requirements of this Contract.

D. Nothing herein contained shall create any contractual relation between any Subcontractor and the District or shall relieve the Contractor of any liability or obligation hereunder.

E. All contracts with Subcontractors and lower-tier Subcontractors and purchase agreements with Suppliers and lower-tier Suppliers shall provide that they are freely assignable to the District or to the District's designee under the following conditions:

1. The District terminates the Contractor's control of the Work in accordance with Article 4.22. Termination of Control; and

2. The District directs such assignment.

4.21. Assignment of Antitrust Claims

A. Government Code Sections 4550 through 4554 pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.

4.22. Termination of Control

A. The District may terminate the Contractor's control of the Work at any time upon a determination that the same is in the best interests of the District.

4.23. Termination of Contract

A. The District may terminate the Contract at any time upon a determination that the same is in the best interests of the District. Upon such termination, the rights, duties, and obligations of the parties shall be as stated in Section 8-1.14 of the 2010 State Specifications, wherein the words "Director" and "Engineer" shall mean the Engineer and the words "State" and "Department" shall mean District. Payment after termination of Contract shall be in accordance with the District's Standard and Special Provisions.

4.24. Contractor's Cost Data

A. The District or any of its duly authorized representatives shall, until the expiration of four (4) years after filing the Notice of Completion and Acceptance under this Contract or any subcontract under it, have access to and the right to examine any Contractor or Subcontractor payroll, records of personnel, invoices of Material, records of plant and Equipment costs, and any and all other directly pertinent books, documents, papers, and records of such Contractor or Subcontractors involving transactions related to the said Contract or subcontracts. In the event State or Federal funds are involved in financing the Project, the State or Federal Government shall have the same rights of inspection as the District.

4.25. Utilities

A. In general, the location of existing utility facilities as shown on the Drawings is approximate. This information has been obtained from utility maps furnished by the various agencies involved; the District does not guarantee either the correctness of the locations or the extent of such locations.

B. California Government Code Section 4215 does not require public agencies to indicate the presence of service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities (e.g., buildings, meter boxes, junction boxes) on or adjacent to the construction site. Service laterals (e.g., house sanitary, water, electrical, gas, cable TV, storm or telephone cables, appurtenances) may not all be shown on the Drawings. No changes in the Contract Price(s) or the Contract Time(s) shall be made due to the presence of unidentified or incorrectly located service laterals or appurtenances. It shall be the responsibility of the Contractor to ascertain the exact location of the utility facilities.

C. Unless otherwise indicated on the Drawings or specified in the Specifications, the Contractor shall maintain in service all utilities, including house services, power, lighting, and telephone conduits, and any other surface or subsurface structure or facility of any nature that may be affected by the Work; provided, however, that the Contractor, for convenience, may arrange with the owner to temporarily disconnect house service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

D. In the event that a main or trunk-line utility facility is encountered that interferes with the Work and that is neither shown on the Drawings nor specified in the Specifications, the Contractor shall immediately notify the District in writing. The District may have the appropriate utility company or public agency relocate the facility, or the District may direct the Contractor to relocate the facility in accordance with Article 3.06. Changes in the Work.

E. In the event that a main or trunk-line utility facility is encountered that interferes with the Work and that the Contractor believes is not shown on the Drawings or indicated in the Specifications with Reasonable Accuracy, the Contractor shall immediately notify the District in writing.

1. If the Engineer determines that the main or trunk-line utility facility was shown on the Drawings or was indicated in the Specifications with Reasonable Accuracy, the Contractor shall be solely responsible for relocation or removal; no additional time shall be granted nor additional payment made, for any additional Work required.

2. If the Engineer determines that the main or trunk-line utility facility was not shown on the Drawings or was not indicated in the Specifications with Reasonable Accuracy, the District may have the appropriate utility company or public agency relocate the facility, or the District may direct the Contractor to relocate the facility in accordance with Article 3.06. Changes in the Work.

F. When a delay in the completion of the Project is caused by the failure of the District or by the owner of a utility facility to provide for removal or relocation of existing main or trunk-line utility facilities that are not shown on the Drawings or that are not indicated in the Specifications or that are not shown on the Drawings or indicated in the Specifications with Reasonable Accuracy, the Contract

Time(s) shall be extended in accordance with Article 3.08. Change in Contract Time(s).

G. Various existing utilities, both above and below ground, may be encountered during construction. The Contractor shall perform all Work in such a manner so as to avoid damage to existing utilities. The Contractor is responsible for any damage due to failure to exercise due care.

H. The Contractor shall notify underground service alert (U.S.A.) a minimum of five (5) working days prior to the start of excavation or demolition in accordance with California Government Code requirements. The Contractor is responsible for coordinating the U.S.A. notification according to the Contractor's schedule; any delay due to utility markings through the U.S.A. process is the responsibility of the Contractor.

I. The Contractor shall verify the exact location of all indicated or field marked utilities and shall make a sufficient number of exploratory excavations of all utilities that may interfere with the Work sufficiently in advance of the construction. The Contractor shall promptly notify the Engineer when such exploratory excavations show the utility location as shown on the Drawings to be in error.

J. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or an order from the Engineer. All valves, switches, vaults, and meters shall be maintained and readily accessible for emergency shutoff.

K. The District and the owners of utilities or their authorized agents reserve the right to enter upon the right of way at all times for the purpose of operations and maintenance of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with the District and with the affected utilities engaged in such Work to avoid any unnecessary Delay or hindrance to such Work.

L. The Contractor is responsible for doing all Work and furnishing all Materials required for protecting in place or restoring all existing above- and below-ground utilities disturbed or damaged during construction to a condition equal to or better than that existing prior to construction.

M. The Contractor shall protect all utilities that may be impacted by the Work. All exposed utilities shall be supported firmly and uniformly conforming to the utility requirements. No utilities shall be left exposed for a period exceeding eight (8) hours unless approved by the utility and by the Engineer. Unless otherwise shown on the Drawings, all utilities shall be backfilled with at least 12 inches of select imported backfill around the utility.

N. All utility pole and guy anchors shall be protected, and, where the walls of a trench are within five (5) feet of a pole or anchor, lateral support to the pole shall be provided by the Contractor.

O. The Contractor shall immediately notify the utility owner and the Engineer if any existing utilities have sustained damage prior to excavation or if the Contractor disturbs or damages the existing utility during the excavation. The Contractor shall bear the cost of repair or replacement of any utility damaged as a result of construction operation.

4.26. Asbestos-Related Work

A. The Contractor shall comply with California Business and Professions Code Section 7058.5, which states that no Contractor shall engage in asbestos-related work, as defined, unless certified by the Contractor's State License Board to do so.

B. The Contractor shall comply with California Labor Code Section 6501.5 relative to asbestos related work, the applicable provisions of the Code of Regulations, Title 8 General Industry Safety Orders, and BAAQMD Regulation 11, Rule 2.

SECTION 5. PROSECUTION AND PROGRESS OF WORK

5.01. Assignment

A. The performance of the Contract may not be assigned except upon consent of the Board of Directors. Consent shall not be given to any proposed assignment that would relieve the original Contractor or surety of its responsibilities set forth in the Contract.

B. The Contractor may assign moneys due in accordance with the Contract; such assignment shall be recognized by the District if given proper notice thereof, to the extent permitted by law. Assignment of moneys shall be subject to all proper setoffs in favor of the District and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be controlled by the District.

5.02. Notice to Proceed

A. The Notice to Proceed (NTP) shall be issued by the Engineer within ten (10) Days after receipt of the signed Agreement and after approval by the District of the contract bonds and insurance documents. The NTP authorizes the Contractor to proceed with the Work and establishes the First Chargeable Day of the Contract.

5.03. Commencement of Work

A. The First Chargeable Day as specified in the NTP will be at least ten (10) Days after the date of said Notice.

B. The Contractor shall provide written notice to the Engineer, at least 2 working days in advance, of the date the Contractor intends to start work on site.

5.04. Meeting Requirements

A. This Article includes requirements for scheduling, attending, and conducting Project meetings for the purpose of addressing issues related to the Work and for reviewing and coordinating progress of the Work. Project meetings include the preconstruction meeting, progress meetings, coordination meetings, and special meetings as specified herein.

B. Qualifications of meeting participants: Representatives of firms and organizations participating in each meeting shall be qualified and authorized to act on behalf of the firm or organization they represent.

5.04.01. Preconstruction Meeting

A. The purpose of the preconstruction meeting is to review the Project, designate responsible personnel, and inform the Contractor of the District's Contract administrative procedures, correspondence communication protocol, and other special requirements of the Contract. The Contractor shall come prepared to discuss its staffing, how it will successfully perform the Work, and discuss its plan

for temporary utilities, safe Work environment, environmental compliance, emergency response, and any tie-ins, outages, or shutdowns. The Contractor shall also be prepared to review and discuss the Contractor's markup breakdown, Change Order pricing structure, the Standards to be used on the Project, and what the Contractor must provide as backup for Change Orders or for extra Work pricing.

B. The Engineer will arrange the preconstruction meeting and will notify the Contractor regarding the meeting time, date, and place. The meeting shall be attended by the Contractor and its Superintendent and all representatives of Subcontractors or suppliers whom the Contractor may desire to invite or whom the District may request with the intent being a full understanding of the issues discussed by all parties. The Engineer shall prepare the agenda, preside at the meeting, and record meeting minutes.

5.04.02. Progress Meetings

A. The Engineer shall conduct progress meetings on a regular weekday and at a time mutually agreed to by the Contractor and by the Engineer. The purpose of the progress meetings is to review construction progress; submittal status; Potential Change Order, Change Order, and DCO status; construction safety issues and concerns; conflicts; environmental compliance; public/neighborhood issues; progress payments; and any other subject as deemed appropriate.

B. The Contractor shall allow for one (1) meeting a week.

C. Subject to the Engineer's approval, the frequency of the progress meetings may be reduced at the beginning and at the end of the construction period.

D. The Contractor's superintendent, suppliers, and Subcontractors shall attend the meetings as required. Third parties, such as agency representatives and utilities, may be invited by the Engineer to attend as deemed appropriate.

E. Typical agenda. Typical agenda items can include:

1. Review and approval of previous meeting minutes.

2. Review of progress since the previous meeting.

3. Contractor's Progress Schedules, including Look-Ahead Schedules.

    a. Review of off-site fabrication and delivery schedules.

    b. Problems that may affect the Contractor's schedule performance.

    c. Corrective measures to recover from forecasted Delays whether Excusable or Inexcusable.

    d. Updates and/or revisions to the Contractor's Detailed Progress Schedules.

4. Interface with operations.
5. Safety and security.
6. Review of submittals schedule.
7. Status of RFIs.
8. Field observations, problems, and conflicts.
9. Status of QC inspections and corrections.
10. Environmental issues.
11. Housekeeping.
12. Status of submittal review.
13. Status of PCOs.
14. Status of COs.
15. Other business.
16. A review of the monthly billing once per month.

5.05. Professional Scheduler

A. All Detailed Progress Schedules shall be prepared and updated throughout the Contract Time(s) by a Schedule Professional who has, at a minimum, five (5) years of recent, verifiable experience in preparing, updating, and maintaining computerized Critical Path Method (CPM) construction schedules using Oracle Primavera, Microsoft Project, or similar scheduling software on at least two (2) completed construction projects of a similar size and degree of complexity as this Project.

B. Prior to the Contractor's submission of the initial Detailed Progress Schedule, the Contractor shall submit and receive a favorable review of the résumé and professional references of the proposed Scheduler. The references shall be from at least two (2) project owners or construction managers familiar with the Scheduler's work on projects identified in the Scheduler's résumé. The District reserves the right to reject the proposed Scheduler based on lack of qualifications as defined in this Article.

5.06. Progress Schedules

A. The Contractor is responsible for scheduling the sequence of its Work in all Progress Schedule(s) as described below.

5.06.01. Preliminary Progress Schedule

A. Within ten (10) Days of the First Chargeable Day of the Contract as specified in the NTP, the Contractor shall submit to the Engineer a Preliminary Progress Schedule. This schedule shall include all activities that are planned to occur within the first 45 Days of the Contract.

5.06.02. Baseline Progress Schedule

A. Within 30 Days of the First Chargeable Day of the Contract as specified in the NTP, the Contractor shall submit its initial Detailed Progress Schedule, which, if accepted, shall become the Baseline Progress Schedule for the Project. The submittal shall be in hard copy and native electronic format and shall fully conform to the numbered items below:

1. The schedule shall be prepared using Oracle Primavera, Microsoft Project or similar Precedence Diagramming Method (PDM) scheduling software.

2. The Baseline Progress Schedule shall be a Critical Path Method (CPM) schedule that is comprehensive, credible, well-constructed, and controlled. The schedule shall include input from its major Subcontractors and Suppliers and represent the complete scope of work. It shall represent the planned order of significant activities to complete the Work within the time allowed under this Contract. Any Detailed Progress Schedules shall be presented in sufficient detail such that sequence and interdependence of activities of the Project can be identified. The schedule shall include proper logic and adequate activity durations and show a logical critical path and Controlling Items of Work.

3. The schedule shall account for on-site and off-site activities, including, but not limited to, permits, mobilization, and submittals (prepare and submit, review and approve, revise and resubmit); fabrication and delivery, installation, construction, system shutdowns, testing and start-up; training of District personnel; deficiency list; closeout; and demobilization. The schedule shall include key Milestones; reviews by the District, regulatory agencies, and other third parties of the Work; construction and sequencing constraints as specified in these Specifications; construction Work by the District forces or other third parties that interface with the Work; District-managed activities, such as the District furnishing Equipment; removal or relocation of interfering utilities by third parties; delivery of operation and maintenance manuals; and adequate time for Work completion and closeout activities.

4. Activity calendars shall reflect the planning basis and any Contract restrictions. All non-work Days and work hours shall be explained for each calendar.

5. The schedule shall reflect any limitations on work hours required by the Contract and any permit restrictions and conditions that are required.

6. Each schedule activity shall include a unique ID number and description, pertinent predecessors and successors, start/finish dates, an assigned workday calendar, a duration, percent complete, calculated float and activity codes to group the Work into Work Breakdown Structure (WBS) categories, location, responsibility, trade, and other rational groupings to facilitate sorting and filtering of the schedule activities.

7. Activities making up the critical path for the entire Contract and the critical path for each specific designated portion of the Work shall be identified. The network diagram shall be organized to indicate a continuous flow of progress of activities from left to right.

8. Except for concrete curing, submittal review, Equipment fabrication and deliveries, schedule activities shall be no longer than 20 working days. Activities longer than 20 working days shall be subdivided into sub-elements of work.

9. The Contractor shall submit a tabular listing of the schedule along with the network diagram.

10. The use of float suppression techniques, such as preferential sequencing (arranging critical path through activities more susceptible to District-caused delay); special lead/lag logic restraints; zero-total or free-float constraints; extended activity times; or imposing constraint dates other than required by this Contract shall be cause for rejection of the schedule using such techniques. The use of Resource Leveling (or similar software features) for the purpose of artificially adjusting activity durations to consume float and influence the critical path shall also be cause for rejection.

11. The Engineer's favorable review of the schedule shall not relieve the Contractor of errors and omissions in tasks, durations, or logic. No time extensions shall be granted because of errors or omissions on the schedule. It is the Contractor's responsibility to incorporate all necessary activities to cover the entire Work scope.

12. A favorably reviewed Baseline Progress Schedule is a condition precedent to payment.

B. Cost Loading

1. Work activities other than third-party and District-managed activities shall be cost loaded. No activity shall have a value greater than $50,000 except for activities representing major Equipment purchases or installation. Progress Schedules exhibiting front-loaded costs are unacceptable. The Contractor shall revise the Schedule of Values (SOV)

pursuant to Article 6.01. Schedule of Values until accepted by the Engineer.

2. The Contractor shall create two (2) hierarchical schedule activity codes in the scheduling software: (i) Bid Item and (ii) SOV. Each code shall have line item name corresponding to the accepted Bid items and SOV titles. Costs shall progressively roll up from the activity level to the SOV level; SOV codes shall roll up to the Bid Item level.

3. Each cost-loaded schedule activity shall be assigned one of the SOV codes. An activity shall not contain work assigned to more than one SOV code. The SOV code will be used to summarize cost-loaded activity values to produce the required SOV submittal. Table 6-1, referenced in Article 6.01.02. Submittal, is an acceptable form for this submittal. The SOV submittal shall be produced from the Progress Schedule software.

4. The sum of the monetary values of the activities assigned to each SOV code shall be equal to the accepted amount of that SOV line item. The sum of all the cost-loaded activities in the latest accepted schedule update shall total the latest approved Contract amount.

C. Early Completion Schedule

1. The District is not required to accept an earlier (advanced) schedule (i.e., one that shows early completion date[s] but within the specified Contract Time[s]). Time(s) for completion of Work shall adhere to the Contract Time(s) specified in these Specifications unless earlier time(s) of completion is requested by the Contractor and agreed to by the District. Any such agreement shall be formalized by a Change Order or by a DCO.

2. If the Contractor submits any Baseline Progress Schedule or Detailed Progress Schedules showing any Contract Time(s) earlier than a corresponding, specified Contract Time(s) and that early completion date is not agreed to by both parties through a Change Order or through a DCO, the duration from such early completion date and from the specified Contract Time(s) is considered “float” and shall belong to the Project.

3. Accordingly, the Contractor in this situation is to show in the Baseline Progress Schedule or in the Detailed Progress Schedules a specific activity identified as Project Completion Float, which may be adjusted as that float is used or increased. The Contractor shall not be entitled to a time extension due to any cause or reason that consumes Project Completion Float.

5.06.03. Revised Baseline Schedules

A. If the Contractor desires to make a change to the Baseline Progress Schedule after commencing construction, a revised Baseline Progress Schedule and

associated narrative shall be submitted to the District at least 15 Days prior to any such change.

B. The narrative shall state the reasons for the change; any change to the Baseline Progress Schedule shall be discussed in the submittal to the District.

C. A revised Baseline Progress Schedule shall not become effective until accepted by the District.

5.06.04. Updates to the Detailed Progress Schedules

A. Any and all updates or revisions to the initial Detailed Progress Schedule shall conform to the same requirements as the Baseline Schedule in Article 5.06. Progress Schedules.

B. The Contractor shall submit an update of the prior month's Detailed Progress Schedule to the Engineer before the 25th Day of each month.

C. Each schedule update shall incorporate all current information, including progress. Actual start and finish dates shall be updated and shall match daily reports. Work completed shall be shown with actual start and finish dates for each activity. Work in progress shall be shown with the actual start date and the percentage of Work completed as of the last date of the previous month.

D. The Contractor shall also submit a narrative report that shall include a description of problem areas, state the reasons for any changes made to the schedule activities, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.

E. Progress status shall be evaluated on the basis of float on the critical path at the time of updating, with negative float indicating the Project is behind schedule and positive float indicating ahead-of-schedule status.

F. Acceptance of the Detailed Progress Schedule updates is a condition precedent to payment.

G. Recovery Schedules

1. At any time that construction progress lags behind any Baseline Progress Schedule or any updated/revised Detailed Progress Schedule accepted by the Engineer by either ten (10) working Days or by five (5) percent of the remaining time to complete the Contract, whichever is less, the Contractor shall prepare and submit a Recovery Schedule to the Engineer. This Recovery Schedule shall demonstrate how construction will be expedited and executed to achieve the contractual completion dates (either Milestone Completion or Project Completion dates).

2. Activity ID numbers shall be the same as in the most current and accepted and updated Detailed Progress Schedule. ID numbers of

deleted activities shall not be reused on the Recovery Schedule. New ID numbers (not used in the most current and accepted Detailed Progress Schedule) shall be used for new activities.

3. A revised narrative describing the remaining Work as reflected in the Recovery Schedule shall be included and shall include a separate listing of all activities deleted, changed, or added with an explanation for each change.

4. Once favorably reviewed by the Engineer, the Recovery Schedule shall become the current, revised Detailed Progress Schedule against which future progress is to be measured.

5.06.05. Time Impact Analysis

A. If the Contractor foresees that an Excusable Delay, as defined, will impact a Controlling Item of Work, a written request for adjustment of the impacted Contract Time(s) and supporting data shall be promptly submitted to the Engineer in accordance with Article 3.08. Change in Contract Time(s). To substantiate the Contractor's request, the supporting data shall include a Time Impact Analysis (TIA) based on the updated and accepted Detailed Progress Schedule for the month preceding the Excusable Delay.

B. The TIA shall represent Excusable Delays as separate activities or as groups of activities. These activities shall be entered into the relevant part of the schedule update that was accepted just prior to the time the Excusable Delay occurred. In case of a deductive change reducing the quantity of Work, activities representing the deleted scope shall be dissolved or its estimated duration adjusted to reflect the reduction.

C. The Contractor shall submit a written report with the TIA describing the Excusable Delay by the occurrence and the impact of the event time computation on all affected activities.

D. Only changes or delays that affect or create Controlling Items of Work as defined by the schedule shall result in time adjustments. The Engineer shall determine if a request for time extension is warranted.

E. Total float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date of any activity in the schedule. Total float or slack is not for the exclusive use or benefit of either the District or the Contractor. It is an expiring resource available to either party on a first-come, first-served basis.

5.06.06. "Three-Week-Look-Ahead" Schedules

A. The Contractor shall provide Three-Week-Look-Ahead Schedules on a weekly basis and present them at the weekly progress meetings.

B. The Three-Week-Look-Ahead Schedules shall be prepared in the form of a bar chart breaking down activities into detailed subtasks on the Contractor's Detailed Progress Schedules. Subtasks shall identify related activities on the Detailed Progress Schedules and responsibility for completion of the sub task.

C. The Contractor shall notify the Engineer in writing of any deviation from the current Three-Week-Look-Ahead Schedule within 24 hours of identification of said deviation.

D. The Three-Week-Look-Ahead Schedules shall indicate inspections by the Engineer or by regulatory agencies and construction Work by the District forces or by other third parties that interface with the Work.

5.06.07. Payment

A. Contractor shall submit a Baseline Progress Schedule, detailed monthly Progress Schedule updates, and Recovery Schedules to the District. The schedules shall be favorably reviewed by the District before a pending payment request is approved.

B. Full compensation for furnishing, updating, revising, and submitting Detailed Progress Schedules and associated reports shall be considered as included in various Contract items of work; no additional payment shall be made.

C. Submittal and favorable review of Detailed Progress Schedules and their components that meet the requirements of Article 5.06. Progress Schedules in this Section is a condition precedent to making a payment request.

5.07. Temporary Suspension of Work

A. By written order to the Contractor, the Engineer may suspend the Work, wholly or in part, for an indefinite period or for such period as the Engineer may deem necessary, for any of the following reasons:

1. Weather conditions or other conditions that are unfavorable for the proper prosecution of the Work;

2. Failure of the Contractor to carry out orders given or to perform any provisions of the Contract; and

3. For the convenience and benefit of the District.

B. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the Work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.

C. If the Engineer orders a suspension of all or of a portion of the Work that is on a critical path, pursuant to A.1 or A.3 in this Article, this shall be cause for a time extension if it impacts Milestone completion.

5.08. Liquidated Damages

A. If the Work is not finished or completed by the Milestone dates in the Contract, it is agreed that damage shall be sustained by the District and that it is and shall be impracticable and extremely difficult to ascertain and determine actual damage that the District will sustain. It is agreed that the Contractor shall pay to the District the sum(s) set forth in the Special Provisions. Liquidated Damages shall be assessed separately and independently.

B. The Contractor agrees to pay Liquidated Damages herein provided for, and further agrees that the District may deduct the amount thereof from any moneys due, or that may become due, to the Contractor under the Contract. Imposition of Liquidated Damages shall not preclude the District from taking other action as deemed appropriate to ensure performance of the Contract and shall not relieve the Contractor of its responsibility to comply with these Specifications.

SECTION 6. MEASUREMENT AND PAYMENT

6.01. Schedule of Values

6.01.01. Preparation

A. The Contractor shall develop the Schedule of Values (SOV) in the Baseline Progress Schedule.

B. Progress payments shall not be made until the SOV has received a favorable review by the Engineer.

C. Each schedule activity representing a component of lump-sum Bid items shall include a directly proportional amount of the Contractor's overhead and profit. The Contractor's overhead and profit shall be completely distributed among all schedule activities. The Contractor shall provide additional cost documentation to the Engineer when requested so that values can be verified.

D. The Contractor shall list and maintain separately on the SOV and on any Detailed Progress Schedule all values for items of Equipment that will be submitted for on-site Material payment. These Material items shall not be "progressed" as a part of the physical progress assessment.

E. The Contractor shall prepare a Cash Flow Summary and a corresponding Cash Flow "S" Curve indicating the total dollar amount of Work planned for each month of the Project and shall equate the sum of monthly amounts to the Total Bid Price.

6.01.02. Submittal

A. The Contractor shall submit to the Engineer the detailed SOV that conforms to Table 6-1 as part of its Baseline Progress Schedule and Detailed Progress Schedule Update submittals.

B. The SOV submittals shall include a Cash Flow Summary and a Cash Flow "S" Curve.

6.01.03. Revision

A. All construction Change Order authorizations shall be added to updated and revised Detailed Progress Schedules as cost-loaded activities and shall be coded to appropriate SOV line items. Additional cost documentation shall be provided to the Engineer when requested.

B. The Contractor shall not change the final approved SOV without the approval of the Engineer. The SOV has a one-to-one direct relationship to the list of activities on the Contractor's Progress Schedule. Additions or deletions of activities on the Contractor's Detailed Progress Schedules shall require line item additions or deletions in the SOV. Any revision to the SOV shall be submitted with the monthly Detailed Progress Schedule updates.

6.02. Application for Payment

A. Applications for payment shall be based upon actual progress as measured on the accepted Detailed Progress Schedules and as in the SOV.

6.02.01. Preparation

A. Measurement of Quantities and Percent Complete

1. All Work, except Work based on Time and Materials, shall be paid for at the Contract Price(s) per unit of measurement and shall be measured by the Engineer in accordance with the English system of measurement. Unless otherwise specifically provided, the Engineer shall compute quantities by a method that, in the Engineer's opinion, is best suited to obtain an accurate determination. The weights of metalwork, pipe, and other metal parts to be paid for on the basis of weight shall be determined by the Engineer. The District will not provide scales for weighing Material. The Engineer shall determine the weight of each part or item in the most practicable manner and shall use for that purpose manufacturer weights, or in their absence, catalog weights or estimated weights, in that order; weights of nonmetallic coatings shall be excluded.

2. Unless otherwise agreed to by the Engineer, progress payments shall be based on percent complete for each applicable cost-loaded schedule activity as determined by visual observation of the Project by the Contractor and by the Engineer on a monthly basis. The schedule activity shall be updated to reflect percent complete. The schedule shall roll up activities to an activity code for each SOV and for each Bid Item.

B. Inclusion of Material On-Site

1. Partial payments may be made by the District to the Contractor for Material and Equipment furnished and delivered to the Project site but not yet incorporated into the Work, at the District's sole discretion, and only if the Material and/or Equipment meet all of the following requirements:

   a. Material and/or Equipment are fabricated and/or are manufactured goods or Equipment relatively unique to the Project.

   b. The Contractor can transfer clear title to the District.

   c. If the Contractor does not have Builder's Risk coverage, the Contractor shall, at no additional cost to the District, (i) insure the Material against theft, fire, loss, vandalism, and malicious mischief; (ii) name the District as additional insured; (iii) deliver this policy or certificate of this insurance to the District; and (iv) receive the District's acceptance of the policy or certificate of insurance. Insurance shall be specific to material and be separate from other insurance required by the Contract. Insurance shall not

be cancelable for at least 30 days; cancellation shall not be effective until certificate thereof is given to the District.

d. Submittals for the Material and/or Equipment have been favorably reviewed by the District.

e. The Material and/or Equipment have been delivered, identified as property of the District, and physically separated from other Material; protected, properly stored, and maintained at the site in accordance with manufacturer requirements.

2. Only the Contractor's actual cost for Material may be paid prior to inclusion in the Work. The Contractor's actual cost for the Material must be supported by Supplier invoices, proof of payment by the Contractor, and other supporting documentation warranting that the Contractor has received and owns the Material or Equipment free and clear of all liens, charges, security interests, and encumbrances.

3. Material delivered to the site fewer than 30 days prior to their scheduled incorporation shall not qualify for partial payment consideration.

4. Temporary construction material (e.g., shoring) do not qualify for partial payment.

5. Final payment shall be made only for Material or Equipment incorporated into the Work. Upon Acceptance of the Work, all Material remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed; partial payments made for these items shall be deducted from the final payment for the Work.

6. Payment for Material on-site does not relieve the Contractor of its obligations pursuant to the Contract.

6.02.02. Submittal of Application for Payment

A. On the 25th of each month, the Contractor shall prepare and submit the application for payment to the District. Each progress pay request is to include payment for Work completed up to and including the 25th of the month. The basis for partial payments of lump sum or other unit Contract items shall be determined by agreement between the Engineer and the Contractor.

B. Each application for payment shall be transmitted under the signature of the responsible authorized representative of the Contractor.

C. The Contractor's properly submitted application for payment request and request for final payment shall include the following substantiating data:

1. Cover letter identifying:

a. the Project name and Project number;

b. application number and date; and

c. a detailed list of enclosures.

2. Contractor monthly Progress Pay Estimate summary sheet:

a. The pay request submitted by the Contractor shall contain a source document that provides backup information on how the estimate was prepared;

b. A source document is defined as the basic document used to record or calculate quantities; and

c. The source document must contain the appropriate Contract Bid Item, the location of the installation, the necessary measurement and/or calculations, and the name of the person preparing the document.

3. Request for payment that meets the criteria listed in 6.02.01.B. Inclusion of Materials On Site:

a. This form requires a description of each specific Material, quantity, value, and submittal review status substantiating evidence of purchase and cost and a completed affidavit.

4. Certified weekly payroll(s) for the pay estimate period in accordance with the Contract Prevailing Wage requirements.

5. Small/Micro Business Enterprise Utilization Report, if required.

6. Favorably reviewed Detailed Progress Schedule update with Cash Flow Summary and Cash Flow “S” Curve.

7. Daily Extra Work Report Form signed by both the District inspector and by the Contractor’s representative, if applicable.

8. Satisfactory evidence that the Engineer has approved the action taken to correct any Noncompliance Notices and a numbered copy of the noncompliance log.

9. Written acknowledgement by the Engineer that the as-built Drawings have been updated that month.

6.02.03. Review of Application for Payment

A. Upon receipt of a payment request, the District shall review the payment request for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor no later than seven (7) days after receipt. A payment request returned pursuant to this paragraph

shall be accompanied by a letter citing reasons why the payment request is not proper. The following are examples of an improper payment request:

1. The item of Work requested to be paid was not performed.

2. The Work being requested to be paid has already been paid in previous Progress Pay Estimates.

3. The Work performed and requested to be paid was not done in accordance with the Contract (noncompliance).

4. The quality of the finished product is unacceptable.

5. The source documentation is inaccurate.

6. The Daily Extra Work Reports are not properly filled out.

7. There is a failure to submit an approved SBE Utilization Report, if required.

8. There is a failure to submit any of the Substantiating Documentation in Article 6.02.02. Submittal of Application for Payment.

6.02.04. Payment

A. Payment for all items of Work at the unit or lump-sum price shall be considered as full compensation for furnishing all labor, Material, tools, Equipment, and incidentals necessary to complete the item of Work; no additional payment shall be made. Payment for items of Work called for in the Specifications or shown on the Drawings but that are not separately identified in the Proposal shall be compensated as part of the Bid price of one or more of the items that are listed; no additional payment shall be made.

B. Non-Waiver: No progress payment made to the Contractor or the Contractor's sureties shall constitute a waiver of the right to assess Liquidated Damages pursuant to the Contract Documents.

C. The District shall pay within 30 Days valid, undisputed amounts, less any retention, withholds required by law or allowed by this Contract.

D. If the District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted payment request from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in the Code of Civil Procedure, Section 685.010, subdivision (a).

E. The number of Days available to the District to make a payment without incurring interest pursuant to this Section shall be reduced by the number of Days by which the District exceeds the seven (7)-Day return requirement set forth in Article 6.02.03. Review of application for payment, paragraph A.

F. Unless otherwise indicated in the Special Provisions, the District shall retain five (5) percent of the estimated value of Work done and five (5) percent of the value of the Material so estimated to have been furnished and delivered and unused as aforesaid and shall pay to the Contractor, while carrying on the Work, the balance not retained as aforesaid after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract. No estimate or payment shall be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when, in the Engineer's judgment, the total value of the Work done since the last estimate amounts to less than $1,000. No estimate or payment shall be considered to be Acceptance of the Work. All progress estimates and payments shall be subject to correction in the final estimate.

G. Escrow in Lieu of Retention

1. At the request of the Contractor, the District shall permit the substitution of securities or certificates of deposit equivalent to the amount of any monies withheld by the District as above provided. The deposit shall, in that event, be with the District or with a State- or Federal-chartered bank in California as the escrow agent.

2. Alternatively, upon written request of the Contractor, the District shall make payments of the retention as it is earned directly to the escrow agent.

3. The Contractor shall bear the expense of the District and of the escrow agent in connection with the escrow deposit made.

4. Securities or certificates of deposit to be placed in escrow shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and by the District. Unless otherwise permitted by the escrow agreement, securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this Section.

5. When the District makes payment of retentions directly to the escrow agent, the Contractor may direct, subject to approval of the District, the investment of the payments into securities.

6. The Contractor shall enter into an escrow agreement satisfactory to the District; this Agreement shall be substantially similar to that specified in Public Contract Code Section 22300.

7. The Contractor shall obtain the written consent of the surety to the agreement.

6.02.05. Withholding From Payments

A. The District may, at its option and at any time, withhold progress payment(s) or retain from any amounts due the Contractor sums sufficient to cover for one (1) or more of the following reasons:

1. Stop-Payment Notice Claims filed pursuant to the Civil and Labor Code.

2. Contractor has failed to comply with State law prompt payment requirements with regard to payments to Subcontractors.

3. Third-party claims have been filed or there is reasonable evidence indicating probable filing of these claims.

4. Liquidated Damages due or expected.

5. The Contract sum has been reduced by Change Orders.

6. Damage has occurred to the District or to another Contractor.

7. The Engineer determines that:

   a. the Work cannot be completed for the unpaid balance of the Contract sum;

   b. if any Contractor's Detailed Progress Schedule forecasts inexcusable late completion, or if the District determines that the Work will not be completed within the Contract Time(s), and that the current unpaid balance and retention will not be adequate to cover actual or Liquidated Damages for the anticipated Delay;

   c. the Contractor persistently fails to perform the Work in accordance with the Contract Documents;

   d. the Contractor fails to submit timely Change Order cost proposal breakdowns and documentation in accordance with the Contract Documents;

   e. the Contractor fails to timely submit the Preliminary Progress Schedules, or Detailed Progress Schedules, or any updates or revisions to those submittals, and reports in accordance with the Contract Documents;

   f. the Contractor fails to maintain detailed, timely, updated as-built documents or closeout items;

   g. the Contractor fails to submit certified payroll records in accordance with the Contract Documents and prevailing wage requirements;

h. the Contractor has not submitted an approved SBE utilization report;

i. the Contractor fails to submit a proper payment request in accordance with the Contract Documents;

j. the Contractor fails to comply with the submittal requirements requiring rereview of the submittal;

k. the Contractor fails to submit a fully compliant Quality Control Plan;

l. there has been material noncompliance with the insurance requirements; or

m. the Contractor fails to comply with any other requirements of the Contract Documents.

6.03. Final Payment

A. As soon as practicable after completion of the Work, the Engineer shall prepare in writing and furnish to the Contractor the final estimate of the quantities of Work done and all payments due as part of the Contract; this estimate will show deductions for prior payments and any other amounts to be retained or withheld as part of the Contract. The amount determined due, less the amount retained and/or withheld, shall be paid.

B. The retained amount will not be due or payable until 35 days after the filing of the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or by the Contract.

C. Prior to release of the retained amount, the Contractor shall furnish the District with a release of all Claims by the Contractor against the District arising by virtue of this Contract. The release of Claims may include disputed Contract Claims in stated amounts as the Contractor may specifically exclude from the operation of the release pursuant to acceptance of Final Payment.

Tesla Update 1 received 6/23/09 | Schedule of Values Detail - Chris Saldon | 07-Jul-09 13:19

Cost Account IDs	Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Budgeted Total Cost	Actual Total Cost	Cost % Complete
Total			809.5d	21-Oct-08 A	16-Dec-11	139.5d	$81,420,562.00	$15,995,442.65	19.61%
1.A.1.1			17.0d	10-Nov-08 A	10-Dec-08 A		$1,120,000.00	$1,120,000.00	100%
1.A.1.1	P101040130	30% DESIGN	15.0d	10-Nov-08 A	10-Dec-08 A		$1,120,000.00	$1,120,000.00	100%
1.A.1.2			30.0d	11-Dec-08 A	23-Feb-09 A		$2,140,000.00	$2,140,000.00	100%
1.A.1.2	P101040150	60% DESIGN	30.0d	11-Dec-08 A	23-Feb-09 A		$2,140,000.00	$2,140,000.00	100%
1.A.1.3			87.1d	11-Dec-08 A	28-May-09 A		$1,240,000.00	$878,500.00	70.85%
1.A.1.3	P101040160	SITE CIVIL DESIGN 90%	30.0d	11-Dec-08 A	23-Feb-09 A		$0.00	$0.00	0%
1.A.1.3	P101040190	ARCHITECTURAL 90%	30.0d	11-Dec-08 A	23-Feb-09 A		$0.00	$0.00	0%
1.A.1.3	P101040250	90% DESIGN	48.0d	24-Feb-09 A	28-May-09 A		$1,240,000.00	$878,500.00	70.85%
1.A.1.4			30.0d	10-Nov-08 A	19-Dec-08 A		$100,000.00	$82,190.23	82.19%
1.A.1.4	P101040100	ONSITE GEOTECHNICAL INVESTIG...	28.0d	10-Nov-08 A	19-Dec-08 A		$100,000.00	$82,190.23	82.19%
1.A.1.5			17.0d	10-Nov-08 A	28-Nov-08 A		$25,000.00	$25,000.00	100%
1.A.1.5	P101040110	POTHOLE RESULTS & SITE SURVE...	15.0d	10-Nov-08 A	28-Nov-08 A		$25,000.00	$25,000.00	100%
1.A.2.1			63.0d	01-Jun-09	26-Aug-09	253.0d	$2,824,000.00	$0.00	0%
1.A.2.1	2A01040100	100% DESIGN	35.0d	01-Jun-09	20-Jul-09	48.0d	$2,500,000.00	$0.00	0%
1.A.2.1	2A01040120	ADDRESS REVIEW COMMENTS & ...	5.0d	20-Aug-09	26-Aug-09	244.0d	$324,000.00	$0.00	0%
1.B.1.1			326.0d	21-Oct-08 A	30-Nov-09	9.0d	$2,217,000.00	$2,155,000.00	49.3%
1.B.1.1	SU02574100	SUBMIT STEEL PIPE & FABRICATE...	0.0d	21-Oct-08 A			$1,000.00	$1,000.00	0.05%
1.B.1.1	SU02574110	SUBMIT STEEL PIPE FABRICATION...	5.0d	03-Dec-08 A	17-Dec-08 A		$1,000.00	$972.00	97.2%
1.B.1.1	PR02574100	PROCURE 144" & 84" HEADERS (S....	115.0d	06-Nov-08 A	18-Jun-09	10.0d	$959,461.00	$932,598.09	97.2%
1.B.1.1	PR02574110	PROCURE 120" & 144" PIPE (S.D. - ...	149.0d	06-Nov-08 A	29-Sep-09	4.0d	$491,674.00	$477,907.13	97.2%
1.B.1.1	PR02574120	PROCURE INLET & OUTLET TIE-IN...	231.0d	06-Nov-08 A	30-Nov-09	9.0d	$296,578.00	$288,245.78	97.19%
1.B.1.1	PR02574130	PROCURE 48" BRANCH PIPING (S....	110.0d	06-Nov-08 A	18-Jun-09	38.0d	$467,287.00	$454,279.00	97.22%
1.B.1.10			0.0d	10-Nov-08 A	10-Nov-08 A		$2,594,444.00	$1,026,157.00	39.55%
1.B.1.10	P101040120	BONDS & INSURANCE	0.0d		10-Nov-08 A		$2,594,444.00	$1,026,157.00	39.55%
1.B.1.2			253.0d	03-Nov-08 A	30-Sep-09	8.5d	$757,077.00	$757,077.00	100%
1.B.1.2	SU15100100	SUBMIT 84" & 144" VALVES (S.D. - ...	5.0d	03-Nov-08 A	12-Nov-08 A		$1,000.00	$1,000.00	100%
1.B.1.2	PR15100100	PROCURE 84" VALVES (S.D. - REQ...	149.0d	06-Jan-09 A	29-Sep-09	4.0d	$251,773.00	$251,773.00	100%
1.B.1.2	PR15100110	PROCURE 144" VALVES (S.D. - RE...	185.0d	25-Nov-08 A	30-Sep-09	8.5d	$504,304.00	$504,304.00	100%
1.B.1.3			202.0d	10-Dec-08 A	15-Jan-10	0.6d	$1,102,273.00	$1,051,281.00	95.37%
1.B.1.3	SU15100110	SUBMIT DeZURIK VALVES (S.D. - R...	5.0d	10-Dec-08 A	15-Dec-08 A		$1,000.00	$1,000.00	100%
1.B.1.3	PR15100120	PROCURE 48" DeZURIK VALVES (S....	150.0d	02-Mar-09 A	15-Jan-10	-25.4d	$550,638.00	$525,306.74	95.4%
1.B.1.3	PR15100130	PROCURE 90°,78°, 66° & 60° DeZUR...	158.0d	02-Mar-09 A	21-Aug-09	100.5d	$550,637.00	$524,974.26	95.34%
1.B.1.4			265.0d	13-Mar-09 A	05-Apr-10	67.0d	$307,500.00	$0.00	0%
1.B.1.4	SU11286100	SUBMIT CO2 SYSTEM	10.0d	13-Mar-09 A	08-Oct-09	65.0d	$1,000.00	$0.00	0%
1.B.1.4	PR11286100	PROCURE CO2 SYSTEM	110.0d	28-Oct-09	05-Apr-10	65.0d	$306,500.00	$0.00	0%
1.B.1.5			102.0d	29-Sep-09	18-Feb-10	44.5d	$109,680.00	$0.00	0%
1.B.1.5	SU11241100	SUBMIT CHEMICAL TANKS	5.0d	29-Sep-09	06-Oct-09	44.5d	$1,000.00	$0.00	0%
1.B.1.5	PR11241100	PROCURE CHEMICAL TANKS	80.0d	21-Oct-09	18-Feb-10	44.5d	$108,680.00	$0.00	0%
1.B.1.6			244.0d	01-Jun-09	06-May-10	49.0d	$1,289,099.00	$184,500.00	14.31%
1.B.1.6	SU16260100	SUBMIT EMERGENCY GENERATO...	5.0d	01-Jun-09	05-Jun-09	47.0d	$1,000.00	$1,000.00	100%
1.B.1.6	PR16260100	PROCURE EMERGENCY GENERAT...	220.0d	23-Jun-09	06-May-10	47.0d	$1,288,099.00	$183,500.00	14.25%
1.B.1.7			269.0d	23-Dec-08 A	15-Jan-10	-27.4d	$75,605.00	$75,605.00	100%
1.B.1.7	SU13420100	SUBMIT 48-IN MAG METERS (S.D. - ...	5.0d	23-Dec-08 A	26-Dec-08 A		$1,000.00	$1,000.00	100%
1.B.1.7	PR13420100	PROCURE 48-IN MAG METERS (S.D...	200.0d	19-Jan-09 A	15-Jan-10	-25.4d	$74,605.00	$74,605.00	100%
1.B.1.8			117.0d	11-Sep-09	23-Feb-10	53.5d	$128,925.00	$0.00	0%
1.B.1.8	SU11240100	SUBMIT CHEMICAL METERING PU...	5.0d	11-Sep-09	18-Sep-09	53.5d	$1,000.00	$0.00	0%
1.B.1.8	PR11240100	PROCURE CHEMICAL METERING P...	95.0d	05-Oct-09	23-Feb-10	53.5d	$127,925.00	$0.00	0%
1.B.1.9			143.0d	06-Aug-09	23-Feb-10	53.5d	$15,750.00	$0.00	0%
1.B.1.9	SU11247100	SUBMIT CHEMICAL TRANSFER PU...	5.0d	06-Aug-09	13-Aug-09	53.5d	$1,000.00	$0.00	0%
1.B.1.9	PR11247100	PROCURE CHEMICAL TRANSFER P...	120.0d	28-Aug-09	23-Feb-10	53.5d	$14,750.00	$0.00	0%
1.B.2.1.1			357.5d	21-Apr-09 A	03-Nov-10	38.5d	$1,289,346.00	$99,175.00	7.81%
1.B.2.1.1	SW02900100	PLANT TREES & TEMP IRR. SYSTEM	15.0d	08-Oct-10	27-Oct-10	34.5d	$90,000.00	$0.00	0%
1.B.2.1.1	SW02900110	HYDROSEED	4.0d	27-Oct-10	03-Nov-10	34.5d	$16,000.00	$0.00	0%
1.B.2.1.1	SW02200110	PREP ROAD SUBGRADE	10.0d	20-Jul-10	03-Aug-10	34.5d	$155,000.00	$0.00	0%
1.B.2.1.1	SW02520100	CONSTRUCT ROADS TO TOP OF S...	15.0d	17-Aug-10	08-Sep-10	54.5d	$167,500.00	$0.00	0%
1.B.2.1.1	SW02770100	CURBS & GUTTERS	15.0d	03-Aug-10	24-Aug-10	54.5d	$87,446.00	$0.00	0%
1.B.2.1.1	SW02510110	PAVE ROADS	10.0d	31-Aug-10	15-Sep-10	68.5d	$161,331.75	$0.00	0%
1.B.2.1.1	SW01500120	RELOCATE DSL LINE (S.D. - REQUI...	15.0d	21-Apr-09 A	11-May-09 A		$14,900.00	$14,900.00	100%

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TABLE 6-1. SCHEDULE OF VALUES SAMPLE

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SECTION 7. SUBMITTAL MANAGEMENT

7.01. Submittal Requirements

A. This Article includes requirements and procedures for preparing and submitting submittals and other information required by the Contract Documents.

B. Drawings listed in the Specifications shall be supplemented by the Contractor with the submittals required throughout the Contract Documents for the prosecution of the Work and for approval of Equipment. Submittals may include shop detail Drawings, fabrication Drawings, falsework and formwork Drawings, pipe layouts, and similar classes of Drawings, calculations, specifications, product data, samples, manuals, spare parts, photographs, survey data, schedules, or similar items required to be submitted to the Engineer by the Contract Documents.

C. These submittals shall be favorably reviewed by the Engineer before any Work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been favorably reviewed by the Engineer.

D. Submittals shall contain all required, detailed information at a reasonable scale with enough views to clearly show the Work to be done or the item to be furnished and shall be properly checked.

7.02. Master Submittal List

A. Within 30 Days of the First Chargeable Day of the Contract as specified in the NTP and monthly thereafter, the Contractor shall submit an electronic copy of the Master Submittal List to the Engineer. This list shall be in Microsoft Excel spreadsheet format and shall identify all originally planned submittals. The purpose of this list is to assist in planning for submittal creation and review and to provide a monthly update of submittal review status. Items on this list shall be sorted by Specifications Number and shall include, at a minimum, the following information:

1. Item number.

2. Reference Specification Section number and paragraph.

3. Description of submittal.

4. Type of submittal (e.g., Shop Drawing, catalog, sample, certificate, test data, manual, other).

5. Original preparer of the submittal to include preparer’s name, firm name, telephone number, and email address.

6. Estimated date for submission to the Engineer by the Contractor. Dates shall be coordinated with the Contractor’s Progress Schedules to ensure sufficient time is allowed for processing submittals and for procurement of

Material prior to the start of a construction activity. The Contractor shall include submittals as activities in the Detailed Progress Schedules.

7. Actual date sent by the Contractor to the District.

8. Actual date returned by the District to the Contractor.

9. Submittal status.

B. The Contractor shall identify in the master submittal list the submittals that may require long-lead times for manufacturing and/or for delivery and that must be submitted early to the Engineer for review.

7.03. Timing of Submittals

A. The Contractor shall make submittals promptly in accordance with the accepted Detailed Progress Schedules and in such sequence as to cause no Delay in the Work. The time allowed by the Contractor for submittal review shall also provide sufficient time for disapproval and resubmission.

B. The sequence of submission of submittals shall be such that all information is available to the Engineer for review of each submittal as it is received. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

7.04. Submittal Format

A. One (1) electronic copy and five (5) paper copies of each submittal shall be submitted.

B. All submittals shall be clearly identified by reference to the Project name, Specification Section, Article, paragraph, Drawing number, or detail as applicable. Submittals shall be well organized, clear, and legible, and of sufficient size for clear presentation of the data. Data submitted shall describe the Materials, Equipment, or other items to be furnished, and where applicable, the system in sufficient detail to indicate full compliance with the requirements of these Contract Documents. Data shall consist of complete Materials and Equipment lists accompanied by catalog data sheets, cuts, performance curves, diagrams, or similar descriptive materials. Materials and Equipment lists shall give, in each case, the name of the manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.

C. All submittals shall be in the English language and per the customary Imperial System units of measure and weight (i.e., feet, inches, pounds, degrees in Fahrenheit, etc.). Metric units may be provided in addition to the customary Imperial System units of measure and weight.

D. All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy,

completeness, coordination, and conformance with the Contract Documents. These submittals may be prepared by the Contractor, Subcontractors, or Suppliers; the Contractor shall review and ascertain that submittals meet all of the requirements of the Contract Documents while conforming to structural, space, and access conditions at the point of installation prior to submission to the Engineer. Designation of Work "by others" if shown in submittals shall mean that the Work shall be the responsibility of the Contractor rather than of the Subcontractor or of the Supplier who prepared these submittals. The Contractor shall ensure that there is no conflict with other submittals. The Contractor shall ensure coordination of submittals among the related crafts and Subcontractors.

E. If the submittals show any deviations from the Contract requirements, the Contractor shall include with the submittal a separate written description of such deviations and the reasons therefore. If any deviations from the Contract requirements are not clearly noted and prominently identified on the submittal, the review of the submittal shall not constitute acceptance of such deviations.

F. The Contractor shall review all submittals before submitting them to the Engineer and shall certify on each transmittal letter and on each submittal that the submittal has been checked, is in compliance with the Contract Documents except as specifically noted, and that each deviation from the Contract Documents is specifically noted.

G. Submittals shall include the following:

1. A separate transmittal form shall be used for each specific item, class of Material, Equipment, and items specified in separate, discrete Specification Section or Article, for which a submittal is required. Submittal documents common to more than one (1) piece of Equipment shall be identified with all appropriate Equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or reviewing the group or package as a whole. The Specification Section or Article to which the submittal is related shall be indicated on the transmittal form.

2. A sequential number in chronological order shall be assigned for each submittal and shall be noted on the transmittal form. Submittal numbers shall have the following format: XXX.Y, where XXX is the sequential number (001 to 999) assigned by the Contractor; and Y is the re-submittal number (0 to 9). For each item submitted, the Contractor shall include the applicable Specification number on the submittal and on the transmittal form.

3. A separate written description of deviations from the Contract Documents, if any.

4. The date of submission and the dates of any previous submissions.

5. The District's name and the Project title and number.

6. Contractor identification.

7. The names of the following (as applicable):

   a. Subcontractor

   b. Supplier

   c. Manufacturer

8. Identification of the product with the Specification Section or Article number, page, and paragraph(s).

9. Field dimensions clearly identified as such.

10. Relation to adjacent or critical features of the Work or Material.

11. Applicable standards (e.g., ASTM).

12. Identification of revisions on resubmittals.

7.05. Submittals to be Furnished by the Contractor

A. Shop Drawings

1. Shop Drawings include, but are not necessarily limited to, custom prepared data (e.g., fabrication on erection/installation [working] Drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination Drawings, individual system or Equipment inspection and test reports), including performance curves and certifications, as applicable to the Work.

2. Submittal of shop Drawings by simply annotating copies of the Contract Drawings is subject to rejection.

B. Product Data

1. Product data as specified in the individual Section or Article, includes, but is not necessarily limited to, standard, prepared data for manufactured products (sometimes referred to as catalog data or "cuts"), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance and applicability, roughing in diagrams and templates, product photographs, standard wiring diagrams, printed performance curves and operational range diagrams, production or quality control inspection and test reports and certifications, mill reports, product

operating and maintenance instructions, recommended spare parts listing, and printed product warranties, as applicable to the Work.

C. Samples

1. Samples specified in individual Sections or Articles, include, but are not necessarily limited to, physical examples of the Work, such as sections of manufactured or fabricated work, small cuts or containers of Material, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens of coordination of visual effects, graphic symbols and units of work to be used by the Engineer or by others for independent inspection and testing, as applicable to the Work.

D. Concrete Reinforcement Submittals

1. Submittals for concrete reinforcement shall not simply be annotated copies of the Contract Drawings. New scale Drawings shall be prepared showing plans, all vertical structure elevations, sections, and details as required to clearly delineate the reinforcing to be furnished and installed. Submittals shall show and tabulate reinforcement dimensions, sizes, grades, shapes, splices, laps, splice locations, dowel lengths, and all similar information needed for construction, material takeoffs, and Engineer's review to determine compliance with the structural design. Submittals shall show reinforcement dimensioning and placement that reflect the Contractor's intended and approved concrete placement sequence.

E. Electrical and Instrumentation Equipment Submittals

1. Submittals as described herein shall be provided for all electrical and instrumentation Equipment and systems furnished as part of products and systems specified in these Specifications. These submittals shall include, but are not necessarily limited to, the following:

a. An Equipment list tabulating all components furnished, followed by the manufacturer's name, manufacturer's model number, and a cross-reference to its location on the submittals.

b. A complete conduit riser diagram and conduit schedule shall be prepared and submitted for the interconnection of all electrically powered Equipment. The riser diagram and conduit schedule shall detail conduit identification numbers as shown on the Drawings, as well as size, wires, and location. Where the riser diagram requires either more wires or larger conduits than detailed in the Drawings, the Contractor shall coordinate any required changes with the electrical Subcontractor, if any, before installation begins.

c. Interior and exterior panel elevation Drawings for all panels, consoles, and Equipment enclosures. The elevations shall be

drawn to scale and shall detail all Equipment in or on the panel. Nameplates, conduit access locations, mounting provisions, panel construction details, manufacturer's model number, and panel color (or color samples) shall be included.

d. Drawings and descriptive data and brochures of each item of Equipment. Electrical characteristics and requirements, enclosure types, manufacturer, and model number shall be included. Sheets or Drawings showing more than the particular item under consideration shall have crossed out all but the description of the item for which the review is requested.

e. Schematics and connection diagrams. A manufacturer's standard connection diagram or schematic showing more than one (1) scheme of connection shall not be accepted unless it is clearly marked to show the intended, work specific connections; terminal numbers shall be included. A written operation theory shall be included for all complex control schemes.

2. For each instrument furnished with mechanical systems, submittals shall include an Instrumentation, Systems, and Automation Society (ISA) S20 Data Sheet and technical bulletins or brochures. The summary data sheets and the technical bulletins shall include, but shall not necessarily be limited to, the following:

a. tag numbers per the Process and Instrumentation Drawings;

b. the manufacturer's model or other ordering designation;

c. product (item) names used on the Drawings;

d. physical location where installed;

e. input output characteristics;

f. range, size, and graduations as required;

g. physical size with dimensions and mounting details;

h. quantity and quality requirements for electric power, air, and/or water supply;

i. Materials in contact with or otherwise exposed to the process;

j. certified calibration and/or calibration curves where applicable; and

k. Detailed Instrumentation, Systems, and Automation Society (ISA) loop wiring diagrams showing requirements for each instrument that is furnished under this Section. The diagram shall identify all

device terminal points, as well as any intermediate terminal blocks. Power supplies, loop grounds, wire/cable number, etc., shall be detailed. Such loop wiring diagrams shall be prepared per ANSI/ISA S5.4. Optional items 1, 3, 4, 6, and 7 from paragraph 5.3 of S5.4 are also required. Note that the District loop numbering protocol used in these documents and required for submittals does not comply with ISA standards.

3. Submittal of motor data for acceptance shall include complete nameplate data in accordance with NEMA Standards and, in addition, the following information for motors typical of the units furnished:

   a. Ambient temperature setting

   b. Service factor

   c. Efficiency at ½, ¾, and full load

   d. Power factor at ½, ¾, and full load

   e. Motor outline, dimensions, and weight

   f. Descriptive bulletins, including full description of insulation system

   g. Bearing design data

   h. Special features (i.e., space heaters, temperature detectors, etc.)

7.06. Submittal Review Procedures

A. Review of submittals has as its primary objective the completion of the Work in full conformance with the Contract Documents, unmarred by field corrections and within the construction time provided. In addition to this primary objective, submittal review as a secondary objective shall assist the Contractor in its procurement of Equipment that shall meet all requirements of the Contract Documents; shall fit the structures detailed on the Drawings; shall be completed with respect to piping, electrical, and control connections; shall have the proper functional characteristics; and shall become an integral part of a complete operating facility.

B. For submittals that require the Engineer's review, one (1) copy shall be returned to the Contractor within 20 Days after receipt. The Contractor shall make any necessary corrections and revisions to the returned submittals and shall resubmit the submittals within 20 Days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal without delaying construction.

C. The Contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and with the Specifications. The review of submittals shall be for general conformance with the design concept and with the

Contract Documents. It is expressly understood that the Engineer's review of the Contractor's submittals shall not relieve the Contractor of any responsibility for:

1. accuracy of dimensions and details;
2. coordinating the Work with all other associated Work and trades;
3. selecting fabrication processes;
4. techniques of assembly;
5. departing from details furnished by the Engineer;
6. its obligation to meet safety requirements;
7. its obligation to meet all other requirements of laws;
8. compliance with the Contract requirements; and
9. errors, including details, dimensions, and Material.

D. Favorable review of all submittals (returned "No Exceptions Noted" "In Receipt of" or "Make Corrections as Noted") shall apply in general design only and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein. Favorable review shall not relieve the Contractor of its obligations to meet safety requirements and all other requirements of laws nor shall it constitute a Change Order authorization. Favorable review shall not constitute acceptance by the District of any responsibility for the accuracy, coordination, and completeness of the submittals or for the items of Equipment represented on the submittals, nor shall it constitute a Change Order authorization.

E. If the Contractor submits an incomplete or disorganized submittal, the submittal shall be considered "Rejected" and shall be returned to the Contractor without review. The Engineer may, at its sole discretion, elect to provide a list of, or mark the submittal indicating some or all of, the areas that are incomplete. A complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents; shall meet the minimum requirements for submissions cited in the Technical Specifications; and shall include any necessary revisions required for Equipment other than the first named manufacturer. The Engineer's determination of whether a submittal is complete shall be final. The District reserves the right to return a submittal that requires coordination with another or other submittals not yet received by the District.

F. After review by the Engineer of each of the Contractor's submissions, the submittal shall be returned to the Contractor with actions defined as follows:

1. No Exceptions Noted: The favorable review of a submittal is subject to its compatibility with future submissions and with additional partial submissions for portions of the Work not covered in this submission. It does not constitute approval or deletion of specified or required items not

shown in the partial submission. The Contractor may proceed with the Work shown in the submittal.

2. Make Corrections As Noted: Same as 1 except that minor corrections as noted shall be made by the Contractor. The Contractor may proceed with the Work, providing corrections have been made; resubmission is not required.

3. Revise and Resubmit: Rejected because of inconsistencies or errors that shall be resolved or corrected by the Contractor prior to subsequent resubmission. The Contractor may not proceed with the Work shown in the submittal.

4. Rejected: Submitted material does not conform to Drawings and Specifications in major respects (i.e., wrong size, model, capacity, or material). The Contractor may not proceed with the Work shown in the submittal.

5. In Receipt Of: Receipt of submittal is acknowledged by the Engineer.

G. Resubmittals shall be processed in the same manner as first submittals. On resubmittals, the Contractor shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop Drawings by use of revision triangles or other similar methods, to revisions from previous submissions. Any such revisions that are not clearly identified shall be made at the risk of the Contractor. If any such revisions are installed, all portions thereof that do not fully conform to the Contract Documents shall be corrected by the Contractor at its expense and as required by the Engineer.

H. The favorable review of submittals (returned “No Exceptions Noted” or “Make Corrections as Noted”) shall be obtained from the Engineer prior to the fabrication, delivery, and construction of items requiring submittals.

I. All resubmittals shall be accompanied by a memorandum or letter from the Contractor that responds to each written review comment provided by the Engineer in the previous submittal. Each response shall describe the corrective action taken or reason for the Contractor’s actions.

J. The Contractor shall make a complete and acceptable submittal to the Engineer at least by the second submission. If a returned submittal is required to be resubmitted more than once due to the Contractor’s failure to comply with submittal requirements, the Contractor may be charged all costs associated with rereview of the submittal. The charges may be deducted from a progress payment due, or that will become due, to the Contractor and shall be based on actual review hours recorded by the Engineer, District staff, and by the Engineer’s consultants, multiplied by their actual, fully burdened labor rates.

7.07. Substitutions

A. Substitutions are considered changes to the Contract. If Materials, Equipment, item, means, method, technique, sequence, or procedure of construction is required by the Contract Documents, the Contractor may furnish or utilize a substitute item, means, method, sequence, technique, or procedure of construction acceptable to the Engineer, unless identified as a sole/single-source item. Substitutions shall be formally submitted as a Request for Substitution. The Contractor must submit sufficient information to allow the Engineer to determine whether the substitution proposed is equivalent to that indicated or as required by the Contract Documents.

B. The Engineer shall respond in writing to the Contractor within ten (10) Days indicating the time necessary to evaluate each proposed substitution.

C. The Engineer shall be the sole judge in this matter. In the event the Engineer rejects the proposed items, the Contractor shall submit the Specified Items.

D. No substation shall be ordered, installed, or utilized without the Engineer's prior written acceptance, which shall be evidenced by either a favorably reviewed Request for Substitution, Change Order, or by a DCO. The District may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee with respect to any approved substitution.

E. The Engineer shall record time required by the Engineer, District staff, and by the Engineer's consultants to evaluate substitutions proposed by the Contractor and to make changes in the Contract Documents occasioned thereby. Regardless of whether or not the Engineer accepts a proposed substitution, the Contractor shall reimburse the District for the charges of the Engineer and for the Engineer's consultants for evaluating each proposed substitution.

F. Cost or time impacts to other items of Work that are caused by any Contractor-initiated Request for Substitution, whether anticipated or unforeseen, shall be the responsibility of the Contractor.

G. Request for Substitution: Submission of items that are proposed as equivalent to any other item, means, method, sequence, technique, or procedure of construction shall be evaluated in accordance with the provisions outlined below. Burden of proof as to the submitted items being equivalent to the items required by the Contract Documents is the responsibility of the Contractor.

1. All provisions and evaluation criteria under Article 7.08. "Or Equal" Items, paragraph E in this Article shall apply to the proposed substitutions.

2. No submission of proposed substitutions shall be accepted or considered by the Engineer prior to Contract award.

3. Other additional provisions and/or criteria as deemed necessary by the Engineer.

4. Substitution(s) of Specified Item(s) item, means, method, sequence, technique, or procedure of construction proposed by the Contractor may require modifications in the Project design, Project schedule, and/or in the construction sequencing. The Contractor shall identify all necessary Project modifications required for the substitution(s). Necessary Project modifications may include, but may not be limited to, electrical, instrumentation, structural, mechanical, architectural, testing, engineering costs, and other related modifications.

5. The Contractor shall be responsible for all costs associated with the substitution(s), including submittal reviews and any Project redesign and modification. Contractor refusal to accept any of these costs shall be just cause for disapproval of the substitution(s).

6. If the proposed items are accepted, 50 percent of all savings shall be credited to the District. Total cost savings shall be less any design costs required for substitution(s) implementation.

7.08. "Or Equal" Items

A. Specified Item: Materials, Equipment, product, thing, or service referenced in the Contract Documents that has been identified by one (1) or more specific brand, manufacturer, Supplier, company, catalog number, or trade name. Whenever such designations shall be deemed to be used for the purpose of facilitating the description of the Specified Item and shall be deemed to be followed by the words "Or Approved Equal," whether explicitly stated or not, unless specifically noted to the contrary, in these instances, the Contractor may presume the specific brands are the only product known to the District that meet the requirements of the Contract Documents; the Contractor may propose the provision of Materials or Equipment that are equal to the Specified Item.

B. Equal Item: Item as referenced in these Contract Documents are those that, to the Engineer's knowledge, meet the requirements of the Contract Documents and are considered equal to the Specified Items.

C. The Contractor shall submit sufficient data, Drawings, samples, literature, calculations, and all other information as requested by the District to demonstrate to the Engineer that the proposed items are equal to the Specified Items.

D. Failure of the Contractor to submit the proposed Equal Item for review in the manner and time described in this Article shall be sufficient cause for rejection by the Engineer of the proposed Equal Item.

E. The Engineer's evaluation of the submitted items proposed as being equivalent to the Specified Items is based on, but is not limited to, the following:

1. Performance.

2. Functionality and efficiency.

3. Durability.

4. Life cycle costs.

5. Ease and economy of maintenance and operation.

6. Construction and physical characteristics as compared to the Specified Items or as delineated in the Contract Documents.

7. Dimensional compatibility with the Material it combined to produce a unified design system.

8. Compatibility with products in use.

9. All aspects of finished appearance, including form, texture, and color, that may affect other design elements.

10. Impacts to Project design, construction schedule, or construction sequencing.

F. The Engineer shall be the sole judge in this matter. In the event the Engineer rejects the proposed items, the Contractor shall submit the Specified Items.

G. The Contractor shall submit to the Engineer, in accordance with Public Contract Code Section 3400, after Contract award, no later than 35 Days after the date of NTP, a proposal for replacing a specified item with an equal item. At the sole discretion of the Engineer, the District may give written consent to the submission of the proposed Equivalent Item after the expiration of a 35-Day time limit.

7.09. Sole/Single Source

A. No substitution of designated Sole/Single Source items listed in the Contract Documents shall be allowed.

B. Wherever the District has made a finding and specified in the Contract Documents that a Sole/Single Source is required for one (1) or more of the listed reasons stated in the Public Contract Code Section 3400(c), the Material or Equipment specification shall list only one (1) manufacturer, catalog number, or trade name, followed by the designation “No Equal,” “No Others Acceptable,” “No Alternatives Allowed,” “No Other Manufacturers Accepted,” and/or similar language.

SECTION 8. SAFETY AND SECURITY MANAGEMENT

8.01. Public Safety

A. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work, except from the District's sole negligence or intentional misconduct. The Contractor's compliance with this requirement is not limited to normal working hours.

B. At all times, the Contractor shall provide for public safety and convenience. The Contractor's operations shall be conducted so as to offer the least possible obstruction and inconvenience to the public along with the greatest safety to the public. At no time shall the Contractor have more Work underway than can be prosecuted with proper regard to these considerations to the public.

C. At all times, the Contractor shall provide sufficient measures, such as, but not limited to, fences, barriers, barricades, railings, lights, signs, and any other warning devices and shall provide flagging and guards as are necessary to give adequate warning of any dangerous condition to the public and to reasonably and prudently provide for the greatest public safety and convenience. The Contractor shall comply with all reasonable requirements of the Engineer or public agency having jurisdiction in interpreting this subparagraph.

8.02. Accident Prevention

A. The Contractor is hereby informed that Work on this Project could be hazardous. The Contractor shall instruct all personnel working in potentially hazardous work areas of the potential dangers and shall provide safety Equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work around high-voltage wires, high-pressure gas mains, high-pressure water pipelines, and other utilities. Temporary supports, as required by the utility company, shall be provided by the Contractor to protect utility facilities.

B. The Contractor shall strictly comply with all applicable City, County, and State Rules, Ordinances, Regulations, and Codes, including, but not limited to, CAL OSHA Labor Code Section 6300 et seq. and California Code of Regulations Title 8, Chapter 4. Nothing in these Specifications shall be construed to permit Work not conforming to governing Codes. When Contract Documents differ from governing Codes, the Contractor shall furnish and install the higher standards called for without additional charge. The Contractor shall also take, or cause to be taken, additional measures as may be necessary for the prevention of accidents.

C. The Contractor shall maintain an accurate record of, and shall report to the Engineer in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, Material, supplies, or Equipment incident to Work performed under the Contract.

D. If the Engineer notifies the Contractor of any noncompliance with the foregoing provisions, the Contractor shall, after receipt of this notice, immediately take corrective action. If the Contractor fails or refuses to comply immediately, the matter may be referred to the proper authority. No part of the time lost due to any stop order issued by a proper authority shall be made the subject of a Claim for extension of time or for extra costs or damages by the Contractor.

E. Compliance by Subcontractors with the provisions of this Article shall be the responsibility of the Contractor.

8.03. Explosives and Stream Pollution

A. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall not endanger life or property.

B. The Contractor must obtain and comply with permit(s) from all regulatory agencies for the storage and use of explosives.

C. The Contractor must obtain a permit from the California Department of Fish and Wildlife, if required, in advance of the use of underwater explosives. The Contractor shall comply with all applicable requirements of the Fish and Game Code relating to stream pollution, particularly Section 5650.

8.04. Fires

A. The Contractor must obtain and comply with the permit(s) from all regulatory agencies, including from the Bay Area Air Quality Management District (BAAQMD) if required, for fire-related activities.

8.05. Excavation Safety Plans

A. In accordance with Labor Code Section 6705, Miscellaneous safety Provisions, excavations five (5) feet or more in depth shall not begin until the Contractor has submitted, and the Engineer has returned indicating “In Receipt Of,” the Contractor’s detailed plan for worker protection from the hazards of caving ground during these excavations. The plan may be reviewed by the Engineer for completeness in accordance with Federal, State, and local regulations. The Engineer shall not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan, or for the adequacy thereof. The plan shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during the excavations. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction safety Orders. If the plan varies from the shoring system standards established by the Construction safety Orders, the plan (including calculations) shall be prepared, signed, and stamped by a registered Civil or Structural Engineer and by a registered Geotechnical Engineer in the State of California.

B. These plans shall be accompanied by a copy of a Permit to Excavate that has been issued by the Division of Occupational safety and Health as required by Labor Code Section 6500 et seq.

C. This Article shall be applicable regardless of the Contract Price(s).

D. The Contractor's Engineer shall review the adequacy of the Contractor's work methods, Equipment, bracing, or scaffolding, or safety measures, in, on, or near the construction site.

8.06. Tunnel Construction Safety

A. The Contractor shall comply with all applicable requirements of Labor Code Section 7950 et seq. regarding tunnel safety.

B. The Contractor shall notify the California Division of Occupational Safety and Health and the Engineer before any initial construction may be started at any tunnels.

C. The Contractor shall schedule a pre-job safety conference with representatives of the Division, District, employer, and employees before Work begins as required by Labor Code Section 7955. This conference shall include the employer's review of the construction plan and any special Equipment, practices, and potential safety and health problems. The Engineer shall be notified of the time and place of the conference.

D. The District shall obtain the tunnel classification prepared by the Division of Occupational Safety and Health prior to the request for bids, whenever possible, and make it available to the Contractor. A notice of the classification and any special orders, rules, or regulations to be used in construction, remodeling, demolition, or operation of the tunnel or underground mine shall be prominently posted at the site by the Contractor.

8.07. Confined Space Program

A. The Contractor working in or supporting work in a confined space shall have a Confined Space Program.

B. The Contractor shall submit a copy of its confined space program document to the Engineer. The program document shall be in compliance with all requirements of California Code of Regulations Title 8, Sections 1950–1962, and other applicable confined space requirements. Entry into a confined space shall not occur until the Contractor has submitted, and the Engineer has returned, indicating "In Receipt of," the Contractor's Confined Space Program document.

C. The Contractor shall ensure that all of its employees and Subcontractors working in or supporting Work in a confined space have received all training mandated by Cal/OSHA and meet any other Cal/OSHA requirements related to the Work. All entries into confined spaces shall be coordinated with the Engineer.

D. The Contractor shall provide confined-space rescue services for all Work performed in a permit-required confined space and for all entrants to a permit-required confined space regardless of the entrant's employer.

E. All employees of the Contractor or Subcontractor performing rescue services shall have received previous training, as applicable, in (i) atmospheric monitoring and ventilation; (ii) communication; (iii) emergency, self-rescue, and non-entry rescue operations; (iv) permit systems; (v) signs, symptoms, and consequences of exposure to contaminants; (vi) first aid and CPR; (vii) lockout/tagout; (viii) fall protection; (ix) electrical safety; and (x) respiratory protection.

F. The required training as described in Paragraph E above, shall be per established industry standards (i.e., the latest version of ANSI Z117.1, Safety Requirements for Confined Spaces, American National Standards Institute); and per Cal/OSHA regulations (i.e., California Code of Regulations, Title 8, Sections 1960[b] and 5157[k].) All rescue personnel shall also have practiced making permit space rescues at least once every 12 months by means of simulated rescue operations in which they remove dummies, mannequins, or actual persons from actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed. This training shall have taken place no more than 12 months before the Work to be performed on this Project begins.

G. Prior to the start of Work, the Contractor or any Subcontractor performing Rescue Services, shall submit to the District for review, a Rescue Training Certification (District Form FC 1767) included at the end of this Section, if/when it becomes necessary for District staff to enter a permit required confined space.

H. Prior to entry, the Contractor shall post the most current copy of its Rescue Training Certification form (without its attachments) at the worksite where rescue services are to be provided.

I. The Contractor shall submit an updated Rescue Training Certification form to the Engineer prior to the performance of each rescue service event. In addition, the Contractor shall submit an updated form to include any personnel not previously identified.

8.08. Temporary Facilities

A. Use construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities of ample size and capacity to adequately support and move loads to which they will be subjected. Provide railings, kick plates, enclosures, safety devices, and controls required by law or regulation or for adequate protection of life and property.

B. Staging and falsework: Temporary support (e.g., formwork, falsework, or shoring) shall be designed and constructed in accordance with Construction Safety Orders, California Code of Regulations, Title 8, Sections 1541.1 and 1717. The

falsework plan, shoring plan, and any required calculations shall be submitted, and the Engineer has returned indicating “In Receipt of,” prior to commencement of any associated work on site.

C. Warning devices and barricades: Identify and guard hazardous areas and conditions by visual warning devices, and, where necessary, by physical barriers per Cal/OSHA requirements; by the latest version of the California Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD); and by State agency permit conditions.

D. Barricades: Place barriers at ends of excavations and along excavations to warn pedestrian and vehicle traffic of excavations. Provide barriers with flashing lights after dark. Keep barriers in place until excavations are entirely backfilled and fully compacted. Barricade excavations to prevent persons from entering excavation areas in streets, roadways, parking lots, or other public or private areas associated with the Project.

E. Temporary enclosures: When sandblasting, spray painting, spraying of insulation, fireproofing, or other activities inconveniencing or dangerous to property or to the health of employees, District staff, or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over spray, or other hazard. In the event that there are no permanent enclosures of the area or that enclosures are incomplete or inadequate, the Contractor shall provide suitable, temporary enclosures. The Contractor shall submit to the Engineer a temporary enclosure plan for protection of open bodies of water from contamination. Temporary enclosures shall not hinder or adversely affect treatment plant operations.

F. Above-grade protection: On multilevel structures, the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of California Code of Regulations, Title 8 Industrial Relations.

G. Fences: Enclose Work site with fencing adequate to protect the Work as necessary against acts of theft, violence, and vandalism. When entire site or part thereof is to be permanently fenced, permanent fencing may be built to serve as both permanent and temporary protection of the Work site, provided that any damaged or defaced fencing is replaced prior to final acceptance.

8.09. Injury and Illness Prevention Program

A. Work shall not commence until the Contractor has submitted, and the Engineer has returned indicating “In Receipt of,” the Contractor’s Injury and Illness Prevention Program (IIPP). The IIPP shall comply with Cal/OSHA requirements California Code of Regulations, Title 8, Section 1509 (Construction), Section 3203 (General Industry), and other regulations as applicable. A copy of the program shall be available at all times at the job site. The Contractor shall designate a Safety Officer who will monitor and enforce the IIPP.

8.10. Safety and Health Program for Hazardous Waste Operations

A. The Contractor shall comply with California Code of Regulations, Title 8, Section 5192 and shall develop and implement a written safety and health program and a site-specific safety and health plan for employees involved in Hazardous Waste operations. The program shall be designed to identify, evaluate, and control safety and health hazards and provide for emergency response for Hazardous Waste operations. In compliance with Title 8, Section 5192, the written safety and health program shall incorporate:

1. an organizational structure;

2. a comprehensive work plan;

3. a Site-Specific Safety and Health Plan;

4. a safety and health training program;

5. a medical surveillance program;

6. the Contractor's standard operating procedures for safety and health; and

7. any necessary interface between general program and site specific activities.

8.11. Site Safety and Health Supervisor

A. The Contractor shall provide a site safety and health supervisor who has the responsibility and authority to develop and implement the site-specific safety and health plan and to verify compliance in accordance with California Code of Regulations.

B. The site safety and health supervisor shall be a qualified and experienced safety and health professional whose sole duty is safety, health, environmental control, and monitoring and who shall be on site during normal working periods and available 24 hours a Day, seven (7) Days a week by telephone or by other approved means. Safety representatives from Subcontractors shall not be substituted for the Contractor's safety representative.

C. The site safety and health supervisor shall meet, at a minimum, the following qualifications: five (5) years of construction project safety management experience on similar projects with OSHA 30-hour certified construction training or certified safety professionals (CSP) with experience in construction-related projects. The safety officer or other competent person shall maintain current training certificates in first aid and in CPR.

8.12. Site-Specific Safety and Health Plan

A. The Contractor shall develop, implement, and verify compliance of a site-specific safety and health plan for Work on this Project.

B. The safety and health plan shall conform to the requirements of all local, state, and federal ordinances, rules, regulations, and guidelines concerning occupational health and safety issues. It shall also include protocol to be utilized in the event unexpected Materials or substances are encountered.

C. The safety and health plan shall consist of procedures for the protection of the Contractor's personnel, including Subcontractors, District personnel, consultants, inspectors, and Supplier personnel working with Hazardous Material and the general public from Site-specific hazards.

D. The safety and health plan shall be prepared and signed by a Certified Industrial Hygienist (CIH). The safety and health plan shall identify the site safety and health supervisor who is responsible for the implementation of the plan.

E. Should the types of activities and associated hazards change during the course of work, the Contractor's CIH shall amend the appropriate sections of the safety and health plan to reflect the changed site conditions. The revisions shall address the specific potential hazards to workers and to any others who will be involved in the construction that could result from exposure to the new hazard(s).

F. The Contractor shall keep a copy of the safety and health plan at the job site at all times and shall provide a copy to all personnel working on site. All Contractor personnel performing work on site shall be required to read the safety and health plan and shall be required to sign an acknowledgment that he/she has obtained and read a copy of the safety and health plan. No worker shall be allowed to perform Work on the site until a copy of his/her signed acknowledgment has been submitted to the Engineer by the Contractor. At a minimum, the safety and health plan shall consist of the following items:

1. Project Organization: To include project manager, project site safety officer, superintendent, forepersons, Subcontractors, any team leaders, and other workers and shall address their roles and responsibilities.

2. Work Plan: Address anticipated Project activities and objectives of the site operations; identify performance tasks for the Project, methods, and activities for accomplishing these tasks, task hazard analysis for each task activity listed in the safety and health plan, personnel requirements, personnel training requirements, and medical monitoring requirements for site personnel.

3. Site Safety Meetings: Include the frequency of the meetings, who will conduct the meetings, time of Day meetings will be held, general topics that will be covered at the meetings, and documentation protocol.

4. Employee Training Assignments: Discuss the training elements and the employees who received the training.

5. Review of the Site History for Overall Hazard Characteristics: Discuss physical and health hazards, site characterization, and known and potential exposures to Hazardous Material.

6. Site Control Program: At a minimum, specify the site work zones, site personnel training requirements for each class/type of worker, site protective clothing requirements, safe working practices, and site communication.

7. Personnel Medical Monitoring Requirements: Discuss requirements for each class/type of worker to be on site and special condition hazards.

8. Personnel Protective Equipment Program: At a minimum, specify selection, personnel training requirements, Equipment storage requirements, Equipment maintenance and repair requirements, Equipment decontamination requirements, and Equipment limitations.

9. Engineering Controls: Specify additional engineering controls to be used for workplace safety, if any.

10. Monitoring: As applicable, at a minimum, specify monitoring methodology, frequency of monitoring, personnel training requirements to monitor, Equipment to be used, Equipment calibration methodology, and documentation protocol.

11. Material Handling: As applicable, specify machinery and Equipment to be used, tools to be used, containers to be used, and personnel training requirements for operators.

12. Decontamination: As applicable, specify procedures for decontamination area construction, personnel decontamination, Equipment decontamination, reinstate control, protective clothing debris control, and decontamination station personnel requirements.

13. Emergency Response Program: At a minimum, specify directions to the nearest medical facility, decontamination procedures for injured workers, and emergency Equipment available on site.

14. Spill Contamination Contingency Program: Shall include provisions for gases, liquids, and solids.

15. Sanitation Facilities: Identify availability for workers and provisions for different sexes.

16. Illumination: If used during the Project, specify the condition requirements for use, type of illumination to be provided, and illumination locations on site.

17. Confined Space Entry: Discuss personnel protective Equipment, ventilation method and Equipment, illumination method and Equipment, atmosphere testing and Equipment, safety protocol, and documentation protocol.

18. Site Excavation: Discuss types of Equipment to be used, personnel training requirements, safety practices to be utilized, open excavation construction, and personnel entry safety.

19. Safety Inspections: Identify scope of inspections, frequency and time of inspections, personnel qualification of inspector, and communications protocol.

G. The Contractor shall comply with the safety and health plan. Noncompliance with the safety and health plan shall be grounds for temporary suspension of all Work. Suspension of Work for noncompliance shall not be grounds for additional time or compensation.

H. The safety and health plan may be revised and/or amended by the Contractor and the Contractor's CIH as necessary during Work progress and as specified in these Specifications. Revisions and/or amendments to the safety and health plan shall be considered incidental to this item of Work; no additional payment shall be made.

8.13. Safety and Health Plan Implementation

A. Providing for worker safety and personal protection is the Contractor's responsibility and shall be in accordance with the Contractor's safety and health plan. The Contractor is responsible for providing any and all training, monitoring, personal protective Equipment, protective clothing, devices, Equipment, and/or facilities necessary for ensuring worker safety as may be recommended and/or as specified in the Contractor's safety and health plan.

B. The Contractor is responsible for ensuring that its personnel understand and comply with all site health and safety requirements specified in the safety and health plan.

8.14. Submittals

A. This Article summarizes required safety-related submittals. This Article is not intended to be all inclusive. In addition, some submittal requirements specified below may not apply depending on the specific Work under this Contract. Contractor is solely responsible for identifying and submitting to the District and/or to appropriate authorities having jurisdiction all Submittals required by applicable laws, rules, and regulations. The Contractor shall submit at a minimum the following items:

1. Injury Illness Prevention Program (IIPP): Shall be submitted and favorably reviewed by the Engineer prior to commencement of any Work on site.

The District may review or comment on the IIPP. The District's review or comment on the IIPP does not in any way relieve the Contractor of (i) any responsibility or liability for the IIPP, and (ii) being solely, fully, and completely responsible for the safety of all persons and property at the job site.

2. Site-Specific Safety and Health Plan: Shall be submitted and favorably reviewed by the Engineer prior to commencement of any Work on site (if applicable). The District may review or comment on the safety and health plan. The District's review or comment on the plan does not in any way relieve the Contractor of (i) any responsibility or liability for the plan, and (ii) being solely, fully, and completely responsible for the safety of all persons and property at the job site.

3. Names and qualifications (résumés including education, training, experience, and certifications) for the designated site safety and health supervisor and other competent and qualified personnel to be used on the Project in support of job site safety requirements.

4. Completed Activity Hazard Analysis (AHA) or Job Hazard Analysis (JHA) submitted for all significant activities and tasks with a high-risk potential, describing the job steps, hazards associated with each job step, and the controls used to remove or minimize the associated hazards. No hazardous Work shall be allowed without an approved AHA or JHA.

5. Incident Investigation Reports: Submitted to the Engineer within 24 hours of the Project incident.

6. Project-Specific Hazardous Substances Communications Plan: Contractor shall prepare and submit plan and receive favorable review by the Engineer prior to commencement of sitework activities.

7. Safety Meeting Attendance Sheet ("Toolbox" meetings): Submitted to the Engineer within seven (7) working Days of the last working Day of the month.

8. Air Monitoring Results/Reports: Submitted to the Engineer on request (if applicable).

9. Monthly Field Project Report (including man-hours, incident/injury, and property damage reports): Submitted to the Engineer on a monthly basis within seven (7) Days of the last working Day of the month.

10. Heavy Equipment Inspection Forms: Submitted to the Engineer on request (if applicable).

11. Documentation for all Individuals Applicable to Regulatory Medical Surveillance Guidelines and HAZWOPER Training per Cal/OSHA

Requirements: Submitted to the Engineer for review prior to beginning any Work associated with these requirements (if applicable).

12. Critical Lift Plans: Submitted to the Engineer on request (if applicable).

13. Crane Inspection Certifications: Submitted to the Engineer on request (if applicable).

14. Crane Operators Certification: Submitted to the Engineer on request (if applicable).

15. Applicable employee training and required medical approval documentation in compliance with Cal/OSHA standards.

16. Copies of detailed and documented quarterly crane inspections conducted by qualified individuals (if applicable).

17. Written crane inspections submitted to the Engineer on a daily basis.

8.15. Security Requirements at Job Site

A. The Contractor shall make adequate provision for the protection of the Work area against fire, weather, theft, and vandalism and for the protection of the public against exposure to injury. All costs arising from theft, fire, or vandalism of the construction Material and Equipment shall be borne by the Contractor.

B. During night hours, weekends, holidays, and during other times when no Work is performed at the site, the Contractor shall provide temporary closures or enlist services of security guards to protect temporary openings.

C. The Contractor shall not allow its staff to stay at the Project site outside of specified hours of Work.

8.16. General

A. The Contractor shall comply with the security requirements specified herein during the entire construction duration. These requirements are not to be construed to relieve the Contractor of its responsibility for the Work as specified in Article 4.11. Contractor's Responsibility for the Work.

B. The Contractor's personnel includes the Contractor's own staff, including, but not limited to, all tiers of Subcontractor staff, manufacturer representatives, technicians, delivery drivers, etc.

8.17. Identification and Badging

A. All Contractor personnel who enter the Project site are required to possess and carry a valid photographic identification. A current driver's license, or identification card issued by the California Department of Motor Vehicles or by other States, or a current passport is considered valid photographic identification.

This identification shall be presented to District staff and security guards upon request. Contractor personnel without this identification shall be denied access to or shall be asked to leave the site.

B. The District shall provide Project-specific identification badges for use by Contractor personnel. The District shall issue a photographic identification badge to each person who works at the site for more than five (5) continuous Days and generic (nonphotographic), temporary badges for Contractor personnel who work on an occasional basis (less than five [5] continuous Days).

C. The Contractor shall submit to the Engineer for approval a list of all Contractor personnel intended to work at the site for more than five (5) continuous Days. The list shall include the name, employer, and work phone number of each person. Upon approval by the Engineer, the Contractor shall complete a District furnished identification badge application for each eligible employee and make arrangements with the Engineer to have Contractor employee photographs taken at the District for the purpose of obtaining District-furnished photographic identification badges. Approved applications and valid photographic identifications shall be required before issuance of District photographic identification badges.

D. Planned, occasional site access. The Contractor shall plan in advance all occasional (less than five [5] continuous Days) site accesses. The Contractor shall notify the Engineer of the name and employer of the Contractor's personnel requiring occasional site access at least one (1) Day in advance of each occasional site access. After signing in, the District's security guard will issue a generic, temporary badge to the occasional visitor. The occasional visitor shall return his/her badge to the security guard upon leaving the site.

E. Emergency or unplanned site access. For emergency or unplanned access, as determined by the Contractor and approved by the Engineer and upon notification by the District's security guard, the Contractor designee shall verify to the District's security guard the identity of the Contractor personnel requiring emergency or unplanned site access. After signing in, the District's security guard will issue a generic, temporary badge to the emergency or unplanned visitor. The emergency or unplanned visitor shall return his/her badge to the security guard upon leaving the site.

F. The Contractor shall ensure that all Contractor personnel display their District issued photographic identification badge or generic, temporary badge in plain view at all times while on site. Any Contractor personnel who does not display his/her photographic identification badge or generic, temporary badge while on site shall be required to leave the site.

G. Lost or missing photographic identification badges shall be reported immediately to the Engineer; a generic, temporary badge shall be issued by the District's security guard. The District shall deduct $100 for each lost or missing photographic identification badge from the Contract amount.

H. Lost or missing generic, temporary badges shall be reported immediately to the Engineer; a generic, temporary badge shall be issued by the District's security guard. The District shall deduct $100 for each lost generic, temporary badge from the Contract amount.

I. The Contractor shall maintain a list of Contractor personnel in possession of a photographic identification badge. The Contractor shall record, at a minimum, the following information: employee name, employer, work phone number, badge issuance date, date when employee ceases working at the site, and date when badge was missing, lost, or returned to the District. The Contractor shall submit updated badge lists to the Engineer on or before the fifth Day of each month. The District may deduct from the Contract amount $200 for each badge list not submitted on time. Approved lists shall be the basis for determination of the deductions for photographic badges not returned within the allowed time limit.

J. The Contractor shall collect and return to the District photographic identification badges from all Contractor personnel within 30 Days from the date of their employment termination or when their assignment onsite is complete. If the Contractor fails to return the badges within 30 Days of the employee's termination or assignment completion, the District shall deduct $100 from the Contract amount for each photographic badge not returned on time.

K. At the completion of the Project, the Contractor shall return all District-issued photographic identification badges to the District. The District shall deduct $100 from the Contract amount for each photographic badge unreturned or returned after Project Completion.

8.18. Background Checks

A. The District reserves the right to request and receive this information as allowed by law and as required to complete a background check on any Contractor personnel who must enter the site.

B. The District reserves the right to deny access to the site to any person, as allowed by law.

8.19. Site Access Control

A. The District may maintain a security checkpoint at the gate(s) and facility(ies). The security checkpoint(s) may be staffed by a District security guard during normal working hours, and at other hours, on an as-needed basis. District roving guard(s) may also patrol the property.

B. Unless otherwise specifically required in these Specifications, the entire site perimeter, including all fences and gates, are to remain intact and functional throughout the construction period. Fences and gates that are accidentally breached by the Contractor shall be restored by the Contractor at no additional cost to the District by the end of the workday at the latest. Perimeter breaches shall be secured by the Contractor until the breaches have been closed to the

satisfaction of the Engineer. For work requiring perimeter breaches, the Contractor shall work with the Engineer to arrange appropriate measures to secure the perimeter at the Contractor's cost. The Contractor shall promptly inform the District of any accidental perimeter breaches. No unauthorized entries shall be allowed in these breaches, including deliveries and Contractor personnel.

C. All vehicles entering the Project site are subject to search by District guards.

8.20. Mail and Postal Deliveries to the Project Site

A. Unless an exception is granted by the Engineer, the Contractor shall not have United States Postal Service, Federal Express, UPS, or similar mail and package deliveries addressed to any District facility. Under no circumstance shall mail/packages be delivered to the reception area of any District facility.

8.21. Productivity Lost for Noncompliance With Security Measures

A. Costs and delays incurred by the Contractor due to security measures (e.g., deliveries or personnel held at the gate without badges or identification, refusal of package deliveries, etc.) shall not be cause for additional Contract Time(s) or for additional compensation for the Contractor.

B. Failure to comply with these security measures may lead to delay or to stop of the Work with no additional Contract Time(s) or additional compensation granted to the Contractor.

8.22. Payment

A. Full compensation for doing all Work and furnishing all Material required to comply with site safety and security requirements as specified in these Specifications shall be considered incidental and shall be included in other items of Work; no additional payment shall be made.

Santa Clara Valley Water District

Enter Company Name Here

RESCUE TRAINING CERTIFICATION

FC 1767 (01-31-14)

Contractor shall ensure that all its employees working in or supporting work in a confined space have received all training mandated by Cal-OSHA and meet other Cal-OSHA requirements related to such work.

All employees of the Contractor or subcontractor performing rescue services must have received previous training in **(1)** Atmospheric monitoring and ventilation; **(2)** Communication; **(3)** Emergency, self-rescue, and non-entry rescue operations; **(4)** Permit system; **(5)** Signs; **(6)** First aid and CPR; **(7)** Lockout/tagout; **(8)** Fall protection; **(9)** Electrical safety; and **(10)** Respirator protection.

Rescue services training must have been performed consistent with established industry standards (ANSI Z117.1, Safety Requirements for Confined Spaces, American National Standards Institute and Cal/OSHA regulations). All trained employees must have practiced making permit required confined space rescues at least once every twelve months by means of simulated rescue operations in which they remove dummies, mannequins, or actual persons from actual permit spaces or from representative permit spaces. "Representative permit spaces" must, with respect to opening size, configuration and accessibility, simulate the types of permit spaces from which a rescue could be performed. Such training shall have taken place no more than twelve months before the work to be performed on this Project begins.

With regard to employees of Contractor or any subcontractor performing rescue services, prior to the start of work, Contractor shall submit for review and acceptance by the District all of the following information in the spaces designated below: a certification with the respective employee's name, the name(s) of the trainers, the dates of training, the dates of all rescue practice sessions, and brief descriptions of the rescue practice sessions. Copies of all written materials provided during the training courses or rescue practice sessions shall be attached to this form. **Prior to entry, the Contractor shall post copies of such certifications (without their attachments) at the worksite where rescue services are to be provided.**

PREPARED BY _____ PHONE NO. _____ E-MAIL ADDRESS _____

	EMPLOYEE'S NAME	DATE OF LAST INCLUSIVE TRAINING **(1, 2, 3, 4, 5, 6, 7, 8, 9, 10)**	DATE OF LAST PRACTICE RESCUE SESSION (ANNUAL)	TRAINER NAME/COMPANY		DESCRIPTION OF THE RESCUE PRACTICE SESSION (BRIEF)	COPIES OF ALL WRITTEN MATERIAL PROVIDED DURING THE TRAINING COURSES OR RESCUE PRACTICE SESSIONS
1							☐ Yes ☐ No
2							☐ Yes ☐ No
3							☐ Yes ☐ No
4							☐ Yes ☐ No
5							☐ Yes ☐ No
6							☐ Yes ☐ No
7							☐ Yes ☐ No
8							☐ Yes ☐ No
9							☐ Yes ☐ No
10							☐ Yes ☐ No

I Certify that the information provided is true and correct:

SIGNATURE _____ PRINT NAME _____ TITLE _____

DATE PREPARED _____ COMPANY ADDRESS _____

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SECTION 9. QUALITY MANAGEMENT

9.01. General Quality Requirements

A. This Section includes Quality Control (QC) requirements and procedures for Materials, products, Equipment, and workmanship; inspection procedures and limitations; sampling and testing of Materials; and Contractor's Quality Assurance/Quality Control (QA/QC) program.

B. The Contractor shall provide and use Construction Equipment and plants capable of producing the quality and quantity of Work required. Construction Equipment shall be identified by readily visible numbers. If Ordered, the Contractor shall remove unsatisfactory Construction Equipment and discontinue the operation of unsatisfactory plants.

9.02. District Quality and Environmental Policy Training

A. The following training requirements are minimum requirements. This training is required as part of the District's Quality and Environmental Management System (QEMS). Additional training may be required in accordance with the Special Provisions for environmentally sensitive Projects.

B. The following applies to all Contractor and Subcontractor Project personnel:

1. The Contractor is hereby informed that all supervisory-level personnel must attend QEMS training before Work begins on the Project site. All other Contractor personnel must attend QEMS training within seven (7) Days of beginning Work on the Project site.

2. QEMS training will be administered by the District and will include one (1) 30-minute training session for all staff. It may be necessary to conduct training at the District's headquarters building. All personnel shall sign an acknowledgement that they have attended the subject training.

3. Upon completion of training, personnel will be provided with a QEMS training sticker to be placed on their hard hats. The District may require training on an annual basis.

9.03. Contractor's Quality Control Program

A. The Contractor's Quality Control (QC) program is the successful and systematic execution of a realistic plan to certify that required standards of quality design and construction are met and to preclude problems resulting from poor quality or lack of quality. In performing its QC function, the Contractor develops procedures to manage and control its Material, Equipment, personnel, and work so that the completed Work complies with the Contract requirements. The Contractor, in building to the quality standards in the Contract Documents, controls the quality of the Work.

B. The Contractor shall establish and execute a QC program for services that are procured by the Contractor. The program shall provide the Contractor with adequate measures for verification of and conformance to defined Contract requirements by the Contractor's personnel and lower-tier Subcontractors (including fabricators, Suppliers, and Subcontractors).

C. When required, as stated in the Special Provisions the Contractor shall submit to the Engineer a Project-specific QC plan. The QC plan shall contain a comprehensive account of the Contractor's QC procedures as applicable to this Work. Detailed requirements for this QC plan are delineated in the following paragraphs. The Engineer's review of the Contractor's QC plan shall not relieve the Contractor from any of its obligations for performing the Work. No Work shall start until the Contractor's QC plan has been favorably reviewed by the Engineer. No payments shall be made to the Contractor until the QC plan is favorably reviewed by the Engineer.

D. The QC Plan shall demonstrate that it has qualified QC personnel who meet or exceed the requirements of Special Provisions Article 20.04.02. Contractor's Quality Control Staffing Requirements. The QC plan shall identify the independent testing firms to be used in accordance with Article 9.09. Testing.

E. The Contractor's QC program shall ensure the achievement of adequate quality throughout all applicable areas of the Contract. The QC plan shall describe the program and include procedures, work instructions, and records. In addition, the Plan shall describe methods relating to areas that require special testing and procedures as noted in the Specifications.

F. Identification and Control of Items and Material: Procedures to ensure that items or Material that have been accepted at the site are properly used and installed shall be described in the QC plan. The procedures shall provide for proper identification and storage and prevent the use of incorrect or defective Material.

G. Inspection and Tests: The Contractor shall have written procedures and checklists defining a program for control of inspections performed; these procedures and checklists shall be described in the QC plan. Procedures shall include specific instructions for observing all Work in process and for comparing this Work with the Contract requirements (organized by Specification section), precluding the covering of deficient or rejected Work, halting or rejecting Work, and resolving differences between the Field QC Representative(s) and the production representative(s).

H. A complete matrix listing all operational, performance, and QC tests and inspections required in the Contract Documents: Each entry in the matrix shall include the Specification Section and paragraph; test/inspection description; procedure used; on/off site; test frequency and acceptance criteria; and testing firm conducting each test. Below is a sample showing one (1) particular test:

Test and Inspection Plan Table

Spec Section	Test/Inspection Description	Procedure Used	On/Off site	Frequency	Acceptance Criteria	Conducted by	Documentation /Report	Notes
15453. 3.04.B	Hydraulic Pressure Test	15453. 3.04.B	On	After leak test, 2 hours	30 ft	John Smith	Hydro-test Report	

I. The QC plan shall identify all contractual hold/inspection points, as well as any Contractor-imposed hold/inspections points.

J. The QC plan shall include procedures to provide verification and control of all testing provided by the Contractor.

K. Supplier Quality Control (SQC): The QC plan shall include procedures to ensure that procured products and services conform to the requirements of the Specifications. This plan shall include periodic visits to the place of manufacture by the Contractor to perform QA activities. The District shall be notified of all such SQC visits a minimum of two (2) weeks in advance in case it elects to attend the visit. Requirements of these procedures shall be applied as appropriate to lower-tier Suppliers and/or to Subcontractors.

L. Deficient and Nonconforming Work and Corrective Action: The QC plan shall include procedures for handling deficiencies and non-conformances. Deficiencies and non-conformances are defined as documentation, Drawings, Material, Equipment, or Work not conforming to the contractually specified requirements or procedures. The procedures shall prevent non-conformances by identification, documentation, evaluation, separation, disposition, and corrective action to prevent recurrence. Conditions having adverse effects on quality shall be promptly identified and reported to the Contractor's senior-level management and to the Engineer. The cause of conditions adverse to quality shall be determined and documented and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:

1. Personnel responsible for identifying deficient and non-complying items within the Work.

2. The manner/process and the name of personnel by which deficient and noncompliant items are documented "in the field."

3. The personnel and process utilized for logging deficient and noncompliant work into a deficiency log at the end of each Day.

4. Tracking processes and documentation for deficient and noncompliant items.

5. Personnel responsible for achieving resolution of outstanding deficiencies.

6. Once resolved, the manner/process by which the resolutions are documented and by whom.

M. Special Processes and Personnel Qualifications

1. The QC plan shall include detailed procedures for the performance and control of special processes (e.g., welding, soldering, heat treating, cleaning, plating, nondestructive examination, etc.).

2. Personnel performing special process tasks shall have experience, training, and certifications commensurate with the scope, complexity, or nature of the activity. The Contractor shall submit personnel qualifications information to the Engineer before the start of Work on the Project.

N. The Contractor's QC staffing is subject to the Engineer's continued review. The Engineer, at its sole option and without cause, may direct the Contractor to remove and replace the Field QC Representative.

O. Audits: The Contractor's QC program shall provide for documented audits on a quarterly basis to verify that QC procedures are being fully implemented by the Contractor as well as by its Subcontractors and Suppliers. Audit records shall be submitted to the Engineer within five (5) business days after an audit.

P. The Engineer may perform independent QA audits to verify that actions specified in the Contractor's QC plan have been implemented. No Engineer audit finding or report shall in any way relieve the Contractor from any requirements of this Contract.

9.04. Quality Coordination Meetings

A. The Contractor shall provide, at a minimum, five (5) working days' advance notice and shall participate in the following three (3) QC coordination meetings. Minutes for each meeting shall be prepared by the Contractor's Field QC Manager and submitted to the Engineer. The meetings shall be mentioned in the Contractors daily inspection report with the minutes attached:

1. Pre-submittal Conference

   a. Prior to the Contractor's submittal of the QC plan, the Field QC Manager, its Superintendent, and other relevant personnel shall convene a QC coordination conference with the Engineer to review and discuss the QC plan. During the conference, mutual understanding of the QC plan requirements should be developed.

2. Preparatory Meeting

   a. Thirty (30) Days prior to beginning Work on each Definable Feature of Work (e.g., ceramic tile, fencing and gates, masonry, rough-in electrical, etc.), the Contractor's Field QC Manager, Superintendent, other Contractor QC personnel (as applicable), and the foreman responsible for the Definable Feature of Work shall meet with the District Engineer. The meeting shall cover the following agenda, with minutes documented by the Contractor's Field QC Manager.

      (1) Review the Contract Plans and Specifications.

      (2) Review reference Codes and Standards.

(3) Confirm that all required submittals have been approved.

(4) Review relevant RFIs, field memos, and changes to the design of the Definable Feature of Work.

(5) Review QC requirements for the Work, including inspection, testing, and acceptance and tolerance requirements.

(6) Review critical installation procedures and quality compliance.

(7) Examine Work area to assure that all required predecessor Work has been completed, that all required deficiencies have been corrected and approved, and that all documented, remaining deficiencies shall not impair the construction of the planned Definable Feature of Work.

(8) Check availability of required resource and Equipment to perform the Work.

(9) Review Activity Hazards to address safety precautions.

(10) Determine commencement of the initial meeting.

3. Initial Meeting

a. One (1) workday before the beginning of construction of a Definable Feature of Work, the Contractor's Field QC Manager, Superintendent, other CQC personnel (as applicable), and the foreman responsible for the Definable Feature of Work shall meet with the Engineer. The meeting shall cover the following agenda, with Minutes documented by the Contractor's Field QC Manager.

(1) Review minutes of the preparatory meeting.

(2) Verify specified Material and Equipment is on site.

(3) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

(4) Compare with required samples and mockups as appropriate.

(5) Verify adequacy of QC for the Work, including availability of test Equipment.

(6) Resolve all differences.

(7) Indicate exact location of initial phase in the minutes for future reference and comparison with follow-up phases.

(8) Repeat the initial phase for each new crew to work on site or any time accepted or specified quality standards are not met.

9.05. Documented Quality Control Records

A. The Contractor shall establish control methods of Contract Documents that describe how Drawings and Specifications are received and distributed to assure the correct issue of the document is being used. The methods shall also describe how as-built data are documented and furnished to the Engineer.

B. The Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, Material analyses, personnel qualification and certification records, procedures, and document review records.

C. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, and destruction.

D. The Contractor shall provide a list of QC records as specified in the Contract Documents that will be furnished to the Engineer at the completion of activities.

9.06. Inspection and Daily Reports

9.06.01. Inspection

A. The Contractor shall utilize qualified individuals to perform and document inspections and tests. At a minimum, “qualified” shall mean having performed similar QC functions on similar-type projects. Records of personnel experience, training, and qualifications shall be maintained and made available for review by the Engineer upon request.

B. The Engineer shall at all times have access to the Work during its construction and shall be furnished with every reasonable facility for ascertaining that the Material and the quality of performance are in accordance with the requirements and intentions of the Drawings and Specifications. All Work done shall be subject to the Engineer’s inspection as well as by external parties.

C. The day-to-day inspection performed by the various inspectors employed by the District shall not constitute approval or ratification of Work improperly done by the Contractor. The Engineer is the only person authorized to recommend Acceptance of Work and Material.

D. The presence or absence of an inspector during performance of the work shall not relieve the Contractor of any obligation to fulfill the Contract. It shall be the duty of the Contractor to see that all provisions are complied with in detail,

irrespective of the inspection given the Work during its progress by the Engineer or by representatives of the Engineer. The District and the Engineer shall assume no responsibility for any plan or method suggested to the Contractor by the Engineer or by an inspector that is not specified or required. Any such suggestion shall be used at the risk and responsibility of the Contractor.

E. Inspection does not waive or alter the requirements or provisions of the Contract Documents. Inspection of the work or receipt of payment shall not relieve the Contractor of its obligation to fulfill all conditions of the Contract; improper work shall be subject to rejection.

F. No portion of any work, installed material, products, or equipment shall be covered or concealed in any manner without first being inspected by the Engineer. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under this Contract, the Contractor shall notify the Engineer not less than one (1) Work Day in advance to request inspection before beginning any such work of covering. Failure of the Contractor to notify the Engineer at least one (1) Work Day in advance of any such inspections shall be reasonable cause for the Engineer to order a sufficient delay in the Contractor's schedule to allow time for such inspection. If any Work, Material, products, or Equipment is covered prior to inspection or prior to the express approval of the Engineer, that Work, Material, products, or Equipment shall be uncovered at no additional cost to the District. All associated costs, including its impact on other portions of the Work, shall be borne by the Contractor.

G. The Contractor shall not conceal any part of the Work until record Drawing information has been taken and recorded by the Contractor.

H. Should it be considered necessary or advisable by the District at any time before acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and Material. If such Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or of Subcontractors, the Contractor shall defray all of the expenses of this examination and of satisfactory reconstruction. If, however, the Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price(s) to compensate the Contractor for the additional services involved in the examination and reconstruction, and if completion of the Work has been delayed thereby, the Contractor shall, in addition, be granted a suitable extension of time.

I. Work, Material, products, and Equipment not conforming to the Contract Documents shall be considered defective and shall be corrected or removed and replaced with conforming Work, Material, products, and Equipment at no additional cost to the District.

9.06.02. Daily Inspection Reports

A. The Contractor is required to submit a daily QC inspection report providing factual evidence that required QC activities and/or tests have been performed. These records shall include the Work of Subcontractors and Suppliers and shall be on a form acceptable by the Engineer. Reports shall be made available at the end of each Work Day or no later than prior to the beginning of the next Work Day. Such reports shall, at a minimum, include the following:

1. Item(s) inspected.

2. Quality characteristics in compliance.

3. Quality characteristics not in compliance.

4. Corrective/remedial actions taken.

5. Statement of certification.

6. Field QC Representative's signature.

7. Contractor/Subcontractor and its/their area of responsibility.

8. Test and/or control activities performed with results and references to Specification/Drawing requirements.

9. Test reports as attachments.

10. Contractor's completed QC checklists, where applicable.

11. Records of any SQC reports performed off site as an attachment.

12. Any Noncompliance Notices (NCN) issued.

    a. An NCN shall be issued to document defective Work.

    b. Corrective Action Reports (CAR) shall be completed to close out an NCN. An NCN may not be closed until the CAR is accepted by the Engineer.

    c. A log of the NCN and the corresponding CAR shall be published at the end of each month.

13. A Contractor's verification statement stating that each daily report is a complete, true, and accurate account of that Day's construction activity.

    a. These records in report form shall be prepared daily. The records shall be available in the field within 24 hours after the date covered by the report for review by the Engineer; all reports for that week shall be submitted weekly to the Engineer.

b. Reports need not be submitted for Days on which no Work is performed. At a minimum, one (1) report shall be prepared and submitted for every seven (7) Days of no Work and on the last Day of a no-Work period. All Days shall be accounted for throughout the life of the Contract. The first report following a Day of no Work shall be for that Day only.

c. Reports shall be signed and dated by the Contractor Field QC Manager. The report from the Contractor Field QC Manager shall include copies of reports prepared by all subordinate QC personnel.

9.07. Plant Inspection

A. Material and Equipment that become a part of the completed Work shall be subject to inspection at the place of production or manufacture, at the shipping point, or at the site of the Work. Material and Equipment requiring inspection at the place of production or manufacture shall be designated by the Engineer. Where plant inspection is so designated, the Engineer shall be given a 14-Day advance notice of the start of manufacture or of production. For international locations and sites outside of the continental United States, a minimum notification of 30 working Days shall be provided. The Contractor's purchase orders for Material and Equipment, for which plant inspection has been designated by the Engineer, shall bear a suitable notation advising Suppliers and Subcontractors of inspection requirements.

B. If the required notification is not given, the District shall schedule the inspection at its convenience, and the activity to be witnessed shall not proceed until the Engineer arrives or until the District notifies the Contractor that it is choosing to waive its witness inspection requirement.

C. The Engineer or an authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of Material and Equipment for the District. Adequate facilities shall be furnished free of charge to make the necessary inspection.

D. The Engineer may attend scheduled inspections of the off-site plant for Material, Equipment, or software to be incorporated into the Work. The District assumes no obligation to inspect Material or Equipment at the place of manufacture or production or at the shipping point. Unless otherwise noted in the Special Provisions, cost for District representatives to attend off-site inspections shall be borne by the District.

E. In the absence of the Engineer, the District may reject the processes completed to date and require the activity to be redone. Delays resulting from waiting on the witness inspection for the reasons given above shall be considered an Inexcusable Delay. Expenses incurred by Delays or repeat of the Work process shall be borne by the Contractor.

F. Should any inspection attended by the Engineer be delayed, the Contractor shall reimburse the District for the actual salary costs of District staff, consultants, and special inspection firms multiplied by their actual, fully burdened labor rates and shall reimburse the actual cost of other direct costs incurred due to the inspection Delay.

G. The Contractor shall provide safe passage and access for inspection of the Work in any area. Off-site storage areas and warehouse facilities are also subject to inspection.

H. Material, products, and Equipment that are specified to require testing and inspection at the point of origin shall receive and pass such testing and inspection prior to being shipped to the Project site.

9.08. Sampling of Material

A. The Contractor shall furnish samples of Material as specified and as requested by the Engineer at no additional cost to the District. Samples shall be obtained and tested whenever necessary to determine the quality of the Material and compliance with the Contract Documents.

B. The Contractor shall assist the Engineer, District staff, regulatory agency personnel, and third parties in collecting or providing samples.

C. The Contractor shall not use Material specified to be tested in the Work until such testing indicates satisfactory compliance with the Contract Documents.

9.09. Testing

A. Unless otherwise specified, the Contractor is responsible for completing all required testing at no additional cost to the District. All tests shall be performed by independent testing firms accredited by the appropriate authority.

B. The testing firm shall be staffed with experienced personnel, properly equipped, and fully qualified to perform the tests in accordance with the specified standards. The Contractor shall submit documentation demonstrating that the testing firm and its personnel are properly accredited by the appropriate authority.

C. The Engineer has the right to inspect Work performed by the independent testing firm. This may include inspection of the independent testing firm's internal QA records (e.g., QA manual, equipment calibrations, proficiency sample performance, etc.).

D. Testing shall be completed in accordance with the specified standards in effect on the date bids are due. Where no standard is specified, testing shall be completed in accordance with the applicable ASTM and/or the latest published edition of the *State of California Department of Transportation Standard Specifications and Standard Plans* and updates thereto.

E. The Contractor shall submit copies of all manufacturer test reports performed to satisfy the applicable Material standard specification or test standard (e.g., certified mill test reports). Reports shall identify the lot of Material represented by the test. The manufacturer test reports supplement the inspection, sampling, and testing provisions otherwise required by the Contract Documents.

F. Content of Test Reports: Inspection and test results shall be documented and evaluated to ensure that requirements have been satisfied. Individual test records shall contain the following information:

1. Date and time of test.

2. Item tested, item number, and item description.

3. Test designation.

4. Test work sheet, including location the sample was obtained.

5. Test results.

6. Acceptance or rejection.

7. Retest information, if applicable.

8. Control requirements.

9. Tester signature.

G. The Contractor shall immediately inform the Engineer of all test results.

H. Availability and Submittal of Test Reports: All test reports shall be made available to the District's representative for viewing within 24 hours and must be submitted to the Engineer within seven (7) Days after each test is completed, with the Contractor's weekly inspection reports. Each test report for each type of test shall be consecutively numbered. The Contractor shall maintain a copy of all test results on site.

I. Control of Measuring and Test Equipment: Measuring and/or testing instruments shall be adequately maintained, calibrated, and adjusted to maintain accuracy within prescribed limits. Calibration shall be performed at specified periods against valid standards traceable to nationally recognized standards and documented.

9.10. District Quality Assurance

A. Quality assurance (QA) involves the activities of the District that are separate from, but in coordination and cooperation with, the Contractor to monitor that the level of quality set by the Contract Documents is achieved. Through periodic review, inspections, and tests, the District monitors that the Contractor's QC is

working effectively and that the end product complies with the level of quality established by the Contract.

9.10.01. Testing by the District

A. The District may arrange for independent tests at its own cost. In such cases, the Contractor shall cooperate with the District's independent testing firm. This testing by the District shall not relieve the Contractor of its obligation to do the QC testing required under the Contract.

B. If independent testing indicates noncompliance with the Contract Documents, any retesting shall be charged to the Contractor.

C. Upon request, the Engineer will furnish the Contractor with copies of test results.

9.10.02. Defective Work

A. All Work not conforming to the Contract shall be considered defective and subject to rejection by the Engineer regardless of when or where the deficiency is detected. Unless otherwise permitted by the Engineer, rejected Work shall be remedied, removed, or replaced by the Contractor in a manner acceptable to the Engineer and at no additional cost to the District.

B. Noncompliance Notice (NCN): The Engineer may issue a NCN to the Contractor for any detected defective Work or a portion thereof.

C. The Contractor shall provide a written response within five (5) working days after receipt of the NCN. The Contractor's response shall detail either (i) reasons it believes that the Work was performed in accordance with the Contract Documents; or (ii) the corrective action it intends to take to correct the defective Work.

D. If the Contractor disputes issuance of the NCN, the Engineer shall respond after receipt of the dispute by either (i) withdrawing the NCN; or by (ii) directing the Contractor to correct the Work. If the Engineer directs the Contractor to correct the Work, the Contractor shall make such correction within five (5) working days after receipt of such direction from the Engineer or at such other time as may be agreed to with the Engineer.

E. If the Contractor fails to promptly comply with any order of the Engineer to correct the defective Work, the Engineer may terminate the Contractor's right to proceed with the affected Work and cause the defective Work to be removed and replaced at the Contractor's expense.

1. The District shall deduct from the Contractor's progress payment any cost it incurs in correcting the defective Work, including, but not limited to, rectifying the nonconforming Work, removing and storing salvageable Material and Equipment, discarding other Materials and Equipment,

administrative costs, and all costs of repair or replacement of the Work of others.

2. If the District self-performs the remediation of the Contractor's nonconforming Work, the Contractor shall also be charged for the District's overhead markup.

3. If the current Contract unpaid balance and retention are insufficient to cover this amount, the Contractor shall reimburse the District.

9.11. Plumbing and Piping Quality

A. The Contractor shall consult with industry and manufacturer representatives for all piping Material being used in the Work. The purpose of this consultation is to ensure that the Contractor's personnel are fully trained and knowledgeable, possess written instructions on proper assembly, and have all recommended tools for quality Work. Consultation shall also include discussions between industry and manufacturer representatives and Contractor management and construction staff on the causes of past plumbing and piping failures and of problems and methods of avoidance. The Contractor shall provide training for its forces as required to produce consistent, high-quality Work without failed tests and warranty problems.

9.12. Control of Materials and Equipment

A. This Article includes general product requirements and requirements for delivery, storage, packing, loading, unloading, transportation, protection, and selection of Material and Equipment. Additional specific requirements for delivery, handling, protection, loading, and unloading may be specified within the Technical Specifications for Materials and Equipment.

B. The Contractor shall furnish Materials and Equipment as specified. Only new Material and Equipment conforming to the requirements of the Contract shall be incorporated in the Work.

9.12.01. Source of Material and Equipment

A. The Contractor shall furnish a list of sources of Material and Equipment to the Engineer in sufficient time to permit proper inspection and testing of Material and Equipment in advance of their use. Inspection and tests shall be made and reports rendered. It is understood that such inspections and tests shall not be considered a guarantee of acceptance of any Material or Equipment that may be delivered later for incorporation in the Work. Any Equipment or Materials that, after has in any way become non-compliant with the Contract, shall not be used in the Work.

B. At the option of the Engineer, the source of supply of each of the Material shall be approved before the delivery is started. All Material proposed for use may be inspected or tested at any time during their preparation and use. If it is

determined that sources of supply that appeared satisfactory do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved Material from other sources.

9.12.02. Product Data and Samples

A. The Contractor shall furnish without charge such samples as may be required.

B. No Material or Equipment shall be delivered to the Work without prior approval of submittals by the Engineer.

C. The Contractor shall provide products by the same manufacturer when products are of similar nature, unless otherwise specified; provide identical products when products are required in quantity; and provide products with interchangeable parts whenever possible.

D. The Contractor shall require each Equipment manufacturer to have maintenance facilities meeting the following minimum requirements:

1. Minimum three (3) years' operational experience.

2. Located in the continental United States.

3. Equipment and tools capable of making repairs.

4. Staff qualified to make repairs.

5. Inventory of maintenance spare parts.

E. All Materials, products, and Equipment shall be new, of the specified quality, and free of defects. Where samples have been submitted, the Materials, products, and Equipment incorporated into the Work shall be equal to the samples that have been approved. Should Materials, products, and Equipment required by the Work not be specified or described on the Drawings, the Contractor shall provide Materials, products, and Equipment of high, generally accepted quality standards that are comparable to the Work and that meet the identifiable needs of the Work.

9.12.03. Transportation and Delivery

A. The Contractor shall:

1. Transport and handle items in accordance with manufacturer's instructions.

2. Schedule delivery to reduce long-term, on-site storage prior to installation and/or operation. Under no circumstances shall Equipment be delivered to the site more than one (1) month prior to installation without written authorization from the Engineer.

3. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged, or sensitive to deterioration.

4. Deliver products to the site in the manufacturer's original sealed containers or other packing systems, complete with Safety Data Sheets (SDS) and instructions for handling, storing, unpacking, protecting, and installing.

B. The Contractor may store Material and Equipment only in those locations approved by the Engineer. The Contractor is responsible for maintaining and restoring any affected areas as required by the Engineer.

C. All items delivered to the site shall be unloaded and placed in a manner that shall not (i) impact the Contractor's normal construction operation or those of Subcontractors and other contractors; (ii) interfere with the flow of necessary traffic; and (iii) interfere with the District's normal operations and maintenance activities. In addition, the Contractor shall:

1. Provide necessary Equipment and personnel to receive, accept, and unload all items delivered to the site.

2. Promptly inspect the shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e., the District, other Contractors), perform inspection in the presence of the Engineer and shall notify the Engineer verbally and in writing of any problems.

9.12.04. Storage and Protection of Material

A. Store and protect products in accordance with the manufacturer's instructions with seals and labels intact and legible.

B. Material and Equipment shall be stored to ensure preservation of quality and fitness for the Work. They shall be placed under cover when necessary and shall be stored in a manner that will facilitate prompt inspection.

C. Loose granular Material shall be stored on solid, flat surfaces in a well-drained area. Mixing with foreign matter shall be prevented.

D. Cement, lime, and similar moisture-sensitive Material shall be stored under a roof and off the ground and shall be kept dry at all times. All structural, miscellaneous, and reinforcing steel shall be stored off the ground or to otherwise prevent accumulation of dirt or grease and in a position to prevent accumulation of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulation of dirt, standing water, staining, chipping, or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking, and spilling to a minimum.

E. Material and Equipment storage areas shall be suitably secured to protect Material and Equipment from damage or from theft.

F. Except as stated in the Contract Documents or as otherwise approved by the Engineer, locations and arrangements for storage sites for Material and Equipment shall be selected and maintained by the Contractor at the Contractor's expense. Full compensation for furnishing such storage sites as may be necessary or as required by the Contractor shall be considered as included in the Bid price; no additional payment shall be made.

G. The storage and handling of potential pollutants and Hazardous Material, including, but not necessarily limited to, gasoline, diesel, oils, paint, and solvents shall be in accordance with all Federal, State, and local laws and all other requirements. Temporary special storage enclosures, double-walled tanks, berms, or other protective facilities shall be provided as required by law. All Hazardous Material shall be stored and handled in strict accordance with the SDS for each product. A copy of each SDS shall be maintained at the Project site by the Contractor.

H. Any Equipment or Materials that, in the opinion of the Engineer, has become damaged as to be non-compliant with the Contract shall be promptly removed from the site of the Work. The Contractor shall receive no compensation for the Materials or Equipment removed or for removal costs.

9.12.05. Maintenance and Protection of Installed or Stored Equipment

A. All mechanical and electrical Equipment and instruments subject to moisture or corrosive damage by the atmosphere if stored outdoors (even though covered) shall be stored in a weather-tight building and provided with adequate ventilation, as required, to prevent damage. The Contractor shall maintain temperature and humidity within the range required by the Equipment or instrumentation manufacturer. The building may be a temporary structure on the site or elsewhere, must be painted in a neutral color, and must be no larger than required.

B. All Equipment shall be stored fully lubricated with oil, grease, and other lubricants unless otherwise instructed by the manufacturer.

C. Moving parts shall be rotated or otherwise maintained in accordance with the manufacturer's instructions. Upon installation, the Contractor shall periodically exercise the Equipment to ensure that it does not deteriorate from lack of use.

D. Lubricants shall be changed as frequently as required by the manufacturer between installation and acceptance. New lubricants shall be put into the Equipment at the time of acceptance.

E. The Contractor shall maintain a preventive maintenance record for all Material and Equipment installed but not yet accepted that requires preventive maintenance by the manufacturer. A monthly report of all maintenance

performed shall be submitted to the Engineer to certify maintenance has been performed as recommended by the manufacturer.

F. The Contractor shall maintain and repair, as recommended by the manufacturer, any Equipment that has been installed but not yet accepted.

G. The Contractor shall clean exposed Material and Equipment just prior to turnover to the District.

H. Prior to the District's use or acceptance, the Contractor shall have the manufacturer inspect any Equipment valued at more than $2,500 and stored longer than three (3) months and certify that its condition has not been detrimentally affected. Such certification must affirm that the Equipment has not been adversely impacted and the Equipment shall be guaranteed as specified. If such a certification is not provided, the Equipment shall be determined to be defective and shall be replaced at the Contractor's expense. Certification does not relieve the Contractor from meeting all testing requirements.

9.13. District-Furnished Material

A. Material furnished by the District shall be available as designated in the Special Provisions. The Contractor shall load, unload, and haul such Materials to the site of the Work at the Contractor's expense. Once received by the Contractor, the Contractor is responsible for all Material furnished and shall pay any damages and storage charges.

9.14. Final Inspection of Work

A. The Engineer shall make the final inspection of the Work in accordance with Section 11. Contract Closeout. The Contractor is directed to Section 11. Contract Closeout regarding the requirements necessary to obtain final inspection by the Engineer.

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SECTION 10. ENVIRONMENTAL

10.01. Good Neighbor Requirements

A. The District is a public entity that takes seriously its responsibility to be a "Good Neighbor." Accordingly, the District seeks to perform its activities, including construction of its facilities, in a manner that takes into consideration the needs of the neighborhood and that is minimally disruptive.

B. The Contractor hereby acknowledges the critical importance of meeting the Contract requirements as set forth in these Specifications regarding "good neighbor requirements," which include, but are not limited to, public safety, working hours, noise pollution and vibration, light pollution, air pollution, spillage and dust, traffic control, truck haul routes and parking restrictions, and storm water pollution.

C. The Contractor shall adhere to the above "good neighbor requirements" which relate to the lessening of the impact causes by the Work being performed under this Contract. The Contractor acknowledges that its responsibility to observe the restrictions of this Contract relating to the above requirements is significant, critical, and a material provision of this Contract. Any non-compliance with these requirements may be cause for the District to suspend Work.

10.02. Storm Water Pollution Prevention Plan

A. The Contractor is responsible for implementing and complying with all requirements of the most current California State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities (California Storm Water Construction General Permit).

B. The Contractor shall prepare and submit to the District an electronic and hard copy Storm Water Pollution Prevention Plan (SWPPP) as required pursuant to the California Storm Water Construction General Permit.

C. The SWPPP shall incorporate all appropriate storm water Best Management Practices (BMPs) and all risk-based requirements to comply with the NPDES General Permit. The BMP descriptions and the template for the SWPPP shall be in accordance with the current California Stormwater Quality Association (CASQA) Construction BMP Handbook.

D. The SWPPP shall be written, amended, certified, and stamped by a Qualified SWPPP Developer (QSD). The implementation of BMPs and all pollution control measures shall be overseen by a Qualified SWPPP Practitioner (QSP). The QSD and QSP shall be provided by the Contractor and shall meet the certification requirements of the California Storm Water Construction General Permit.

E. The District shall make available the following for preparing the SWPPP: base maps for the Contractor's use in preparing the vicinity and site maps; a copy of pre-existing site and site design information; and a copy of the District's

completed Notice of Intent (NOI) submitted in the Storm Water Multiple Application and Report Tracking System (SMARTS).

F. Prior to the commencement of any Work at the site(s), the SWPPP shall be favorably reviewed by the Engineer. Review by the Engineer shall not relieve the Contractor of responsibility for the completeness of the SWPPP nor for the accuracy of assumptions, data, and information used and procedures contained in the Contractor's SWPPP or the adequacy thereof.

G. The SWPPP shall be revised and/or amended by the Contractor's QSD as necessary during the progress of Work to comply with Federal, State, and local regulations and the requirements of these Specifications. Work subject to a revised/amended SWPPP will not proceed until the revised/amended SWPPP is favorably reviewed by the Engineer. The SWPPP shall be revised/amended until favorably reviewed by the Engineer. Revisions and/or amendments to the SWPPP shall be considered incidental to this item of Work; no additional payment shall be made.

1. The District is responsible for preparing and electronically submitting in SMARTS, an Annual Report no later than September 1 of each year for each construction project covered by the California Storm Water Construction General Permit (see Section 10. ENVIRONMENTAL., Article 10.02.A. above).

2. The Contractor must submit all required SMARTS Annual Report data to the District no later than July 15 each year, covering the previous reporting period from July 1 through June 30, if a Waste Discharge Identification (WDID) number is active for at least 90 days within the reporting period.

3. The Contractor's submission of all required data by July 15 will ensure the District has sufficient time to review, certify, and submit the Annual Report required pursuant to the California Storm Water Construction General Permit.

H. The Contractor's personnel supervising the earthwork, sitework, erosion control, and sedimentation control and inspecting erosion controls shall be required to read the SWPPP. A copy of the SWPPP shall be maintained at the construction site by the Contractor and shall be available at all times for review by all Contractors, by the District, or by regulatory agency personnel.

10.02.01. Storm Water BMPs

A. The SWPPP shall include appropriate BMPs, as required, to comply with the specified risk level for the Project.

B. The Contractor shall design, construct, operate, inspect, and maintain the BMPs in accordance with the NPDES General Permit and with the instructions provided in the current CASQA Construction BMP Handbook/Portal.

C. The BMPs shall include, but shall not be limited to, the following:

1. Erosion control;

2. Sediment control;

3. Run-on/runoff control;

4. Wind erosion control;

5. Tracking control;

6. Non-stormwater Management;

7. Waste Management and Materials Pollution Control; and

8. Project-specific Environmental BMPs as specified in the Contract.

10.02.02. Regulatory Fines

A. The Contractor is responsible for any penalties or fines imposed upon the District by the Regional Water Quality Control Board (RWQCB) or by other regulatory bodies due to the Contractor's noncompliance with the requirements of the California Storm Water Construction General Permit. The actual cost of such penalties or fines shall be subtracted from the amount due, or that may become due, the Contractor.

10.03. Water Pollution Discharges and Remedies

A. The Contractor shall remedy immediately any public nuisance or deficiency arising from, or in consequence of, the Contractor's failure to perform the Work specified under Article 10.02. Storm Water Pollution Prevention Plan and Article 19.02. Other Discharge Permits.

B. Upon the Contractor's failure to make appropriate and timely remedies as Directed by the Engineer in the best interests of the public, the Engineer may employ private or public workforces and Equipment to perform the Work. The Contractor shall be charged all costs associated with such remedy including actual hours recorded by District staff, District consultants, and District services, multiplied by their actual, fully burdened labor rates. Such action(s) taken by the Engineer shall not preclude the Engineer from taking other appropriate actions and shall not relieve the Contractor of responsibility to comply with these Specifications.

10.04. Water Quality

A. The Contractor shall meet all applicable regulatory requirements to ensure that any discharges to surface waters will not cause violation to the State water quality standards or violation of regulatory permits issued by regulatory agencies.

B. The Contactor shall prevent water quality degradation of water bodies and/or of storm drains. Water quality is measured in terms of pollution substances, turbidity, dissolved oxygen, pH, and temperature.

C. Oily, greasy, or sediment-laden substances or other Materials that originate from the Contractor's operation shall not be allowed to enter, or be placed where they may later enter, any reservoir, river, creek, or stream.

D. The Contractor shall comply with the requirements of the following permits, where applicable, and as specified in the Special Provisions, Article 19.04. Water Pollution Discharges:

1. State Water Resources Control Board (SWRCB) and (NPDES), General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

2. U.S. Army Corps of Engineers CWA Section 404 Permit, and Regional Water Quality Control Board/State Water Resources Control Board CWA Section 401 Water Quality Certification. And/or Waste Discharge Permit.

3. Other individual RWQCB NPDES Permits.

4. Department of Fish and Wildlife 1603 Stream Bed Alteration Agreement.

E. The Contractor shall implement any additional water quality best management practices and mitigation measures described in these Specifications.

10.05. Burial Sites

A. The Contractor shall comply with all applicable laws and regulations pertaining to burial sites, including, but not limited to, Ordinance Code Section B6-18 of the County of Santa Clara and requirements of Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. Upon discovering or unearthing any burial site as evidenced by human skeletal remains, the person making the discovery shall immediately stop work and notify the County Coroner. The Contractor shall also notify the Engineer. The Contractor shall immediately secure the site and protect any human remains from further disturbance.

B. Upon determination by the County Coroner that the remains are Native American, the Coroner may contact the California Native American Heritage Commission and the County Coordinator of Indian Affairs. No further excavation or disturbance of the site or of any nearby area reasonably suspected to overlie adjacent remains may be made except as authorized by the California Native American Heritage Commission and/or by the County Coordinator of Indian Affairs, and by the Engineer.

C. The Contractor is advised that if burials are encountered, it may be necessary to suspend Work on the Project to comply with the above requirements. Payment for a Delay of more than one (1) workday for each occurrence shall be made in

accordance with Article 3.07. Change in Contract Price(s) and with Article 3.08. Change in Contract Time(s).

10.06. Discovery of Archaeological and Cultural Resources

A. The Contractor is advised that if archaeological artifacts are encountered, the Contractor will immediately notify the Engineer.

B. Work at the location of the find will halt immediately within 100 feet of the find. If an archaeologist is not present at the time of the discovery, the Engineer will contact an archaeologist for identification and evaluation pursuant to Public Resources Code Section 21083.2, California Code of Regulations Section 15126.4 (California Environmental Quality Act [CEQA] Guidelines) and to the mitigation measures of the Project CEQA document. If the archaeologist determines that the artifact is not significant, the Engineer will authorize the Contractor to resume construction.

C. If the archaeologist determines that the artifact is significant, the archaeologist will determine if the artifact can be avoided and, if so, will detail avoidance procedures. The Contractor will comply with these avoidance procedures.

D. If the artifact cannot be avoided, the archaeologist will develop an action plan that will include provisions to minimize impacts and, if required, a data recovery plan for recovery of artifacts in accordance with Public Resources Code Section 21083.2 and CEQA Guidelines Section 15126.4.

E. The Contractor shall delay Work until the action plan and, if required, the data recovery plan, are favorably reviewed by the Engineer. Once the action plan and the data recovery plan are favorably reviewed, the Contractor shall comply with the requirements of these plans.

10.07. Noise Pollution and Vibration

A. The Contractor shall be responsible for ensuring that noise produced by construction activities does not exceed the applicable local noise ordinance standards and is in compliance with the performance standards set forth in Section 18. Permits and Regulations of the Special Provisions.

B. At a minimum, the Contractor shall exercise precautionary measures listed below. Implementation of these measures shall in no way relieve the Contractor of the responsibility of compliance with the noise criteria.

1. Air compressors and internal combustion engines shall be in good operating condition that meet or exceed original factory specifications and shall be equipped with high grade mufflers, air inlet silencers (where appropriate), and noise suppressers.

2. All mobile or fixed noise-producing machinery and Equipment, including “package” Equipment (e.g., fans, cranes, arc welders, air compressors,

electrical operators, etc.), shall be suitably housed, enclosed, shielded, and equipped with noise-control features or muffled to meet the noise limits specified in the Special Provisions.

3. All mobile or fixed noise-producing Equipment used by the Contractor that is regulated for noise output by Federal, State, or local law shall comply with this regulation while in use. This shall include vehicles licensed for use on public highways.

4. Electrically powered Equipment instead of pneumatic- or internal-combustion-powered Equipment shall be used where feasible.

5. The use of noise producing signals, including horns, whistles, alarms, and bells, shall be for safety warning and emergency purposes only.

6. No music system, including personal or vehicle radio, tape, CD players, or the like, shall be audible at the Project right-of-way line.

7. Trucks or other mobile Equipment shall not use engine decompression ("Jake Brakes") for deceleration on grades where feasible.

C. The Contractor shall take all necessary precautions during its operations to limit peak particle velocities from vibratory compaction or percussion Equipment so that they do not become a public nuisance or result in property damage.

D. Any Equipment causing noncompliance with the noise or vibration criteria shall be removed from the job site as Directed by the Engineer.

10.08. Air Pollution

A. The Contractor shall comply with all applicable requirements of the applicable air quality management or control district and California Air Resources Board regulations.

B. Idling of internal combustion engines shall be held to an absolute minimum. All vehicles with internal combustion engines shall be fitted with spark arrestors.

C. The Contractor shall not use any of the listed Materials banned by BAAQMD Regulation 8, Rule 15.

D. Serpentine Materials that have average asbestos content greater than five (5) percent as determined by an aggregate bulk sample analysis pursuant to Air Resources Board Test Method 435 or an alternate method approved by the Air Resources Board or BAAQMD (see also California Code of Regulations, Title 17, Section 93106) shall not be used for surfacing.

E. Except as provided by law, idling of heavy-duty diesel trucks with gross vehicular weight ratings of greater than 10,000 pounds shall be no more than five (5) minutes per California Code of Regulations, Title 13, Section 2485.

F. The Contractor shall implement any additional air quality best management practices and mitigation measures described in these Specifications.

G. California Air Resources Board Regulations Compliance Requirements

1. The Contractor and its subcontractors operating any vehicles on the Project site with a diesel-fueled or alternative diesel-fueled off-road compression-ignition engine with maximum power of 25 horsepower or greater, may be subject to the California Air Resources Board (CARB) regulations regarding In-Use Off-Road Diesel Fueled Fleet at California Code of Regulations Title 13 Section 2449 (Section 2449).

2. If the Contractor determines that it or any of its subcontractors are not in compliance with Section 2449, the Contractor will immediately notify the Engineer and provide a correction action plan. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

10.09. Spillage and Dust Control

A. Care shall be taken to prevent spillage when hauling is done. Spillage resulting from hauling operations along or across any public-traveled way shall be removed immediately by the Contractor. The Contractor shall pay all expenses for removal of spillage.

B. The Contractor shall control dust nuisances originating from the Contractor's operations either inside or outside the right of way.

C. The Contractor shall provide all necessary precautionary measures to control dust and to prevent spillage on public-traveled ways. At a minimum, the Contractor shall provide the measures listed below and shall also implement additional dust control best management practices and mitigation measures described in these Specifications. Implementation of these measures shall in no way relieve the Contractor of the responsibility to comply with these Specifications.

1. Active maintenance areas, unpaved access roads, and staging areas shall be kept sufficiently moist and watered as necessary or shall be applied with nontoxic soil stabilizers to control dust generation.

2. Trucks hauling sediments and other loose Material shall be covered and shall maintain at least six (6) inches of freeboard.

3. Tailgates of trucks shall be sealed.

4. Trucks shall be brushed down before leaving the site.

5. Paved site access roads shall be swept using vacuum-powered street sweepers when visible soil Material is carried onto the roadway.

6. During high winds, the excavation and grading activity shall be watered or the activity suspended, if necessary, to control dust.

7. Inactive areas shall be sprayed with soil stabilizers or shall be seeded to avoid erosion or dust.

8. Exposed stockpiles shall be watered, enclosed, covered, or sprayed with soil stabilizers.

9. Traffic speeds within the Project right of way shall be limited to 15 mph. For off-site restriction, comply with local agency requirements.

10. Sandbags or other bank protections shall be installed to prevent silt runoff to roadways.

D. The Contractor shall immediately remedy any spillage and dust nuisance or deficiency arising from, or in consequence of, the Contractor's failure to perform the Work specified in these Specifications.

E. Upon the Contractor's failure to make timely remedies determined by the Engineer to be necessary and in the best interests of the public, the Engineer may employ private or public workforces and Equipment to perform the Work. The Contractor shall be charged all costs associated with such remedy including actual hours recorded by District staff, District consultants, and District services, multiplied by their actual, fully burdened labor rates. Such action(s) taken by the Engineer shall not preclude the District from taking other actions as deemed appropriate and shall not relieve the Contractor of responsibility to comply with these Specifications.

10.10. Traffic Control

A. Traffic control shall consist of all work and Materials necessary to maintain safe vehicular, pedestrian, and cyclist traffic during construction and to perform "best management practices" to mitigate high-peak and high-volume construction traffic, prevent idling and queuing, establish site access limitations and mitigation measures, identify haul routes, and provide overall control of all construction traffic entering, exiting, and operating within the Project site.

B. All traffic control Work shall be performed in accordance with the requirements of the local agency having jurisdiction and California Department of Transportation requirements, if applicable. If required, the Contractor shall prepare a traffic control plan and submit said plan to the Engineer and to the appropriate agency having jurisdiction for favorable reviews in advance of the Work at the site.

1. The Contractor shall cooperate with the local agency having jurisdiction relative to handling traffic around the construction area. The Contractor

shall make its own arrangements relative to keeping the Work area clear of parked vehicles to maintain sight visibility and access to adjacent properties. Existing road signs shall not be blocked at any time.

C. Truck traffic and haul routes shall be in compliance with local permits and ordinances. The Contractor shall obtain, at the Contractor's expense, any required haul route permit from the local authority having jurisdiction for transporting to and from the Project site construction Material and the disposal of surplus Material.

D. The Contractor shall conduct its operations and schedule cleanups that cause the least possible obstruction and inconvenience to traffic, pedestrians, cyclists, and adjacent property owners.

E. Damage done by the Contractor during the course of its Work to adjacent city, town, county, or private property shall be repaired or replaced in kind and as Directed by the Engineer.

F. Personal vehicles of the Contractor's employees and the Contractor's Equipment and vehicles shall not, at any time, be parked on the traveled way, shoulders, medians, or lanes that have not been approved for closure. When entering or leaving roadways carrying public traffic, the Contractor's Equipment, whether empty or loaded, shall in all cases yield to public traffic and shall travel in the direction of the traffic. Flaggers and traffic signs may be required to control this activity. No driveways or private roads shall be blocked. Safe access must be maintained for pedestrian traffic throughout the Work areas at all times.

G. Those parts of public streets, right of ways, and sidewalks that are allowed to be occupied by the Contractor shall be immediately vacated by the Contractor and returned to public use when the Contractor's use thereof is no longer necessary for the construction Work.

H. The Contractor shall comply with and pay for all costs associated with Public Convenience Section 7-1.03; Public Safety Section 7-1.04; and Temporary Traffic Control Section 12 of the State Specifications; and Article 8.01. Public Safety, of these Standard Provisions Specifications. Nothing in these Specifications shall be construed as relieving the Contractor from its responsibility as provided in Public Safety Section 7–1.04 of the State Specifications.

I. The Contractor shall coordinate with the appropriate local agencies having jurisdiction to receive their approval in the event any temporary lane closures on public streets are needed for the Contractor's operation. Any traffic signing and flaggers as approved by the local agencies for said lane closures shall be in place prior to closing the lane to traffic.

10.11. Regulated Material Management

A. Regulated Material includes, but is not limited to, Hazardous Material and Hazardous Waste.

B. The Contractor is responsible for and shall obtain all required permits and pay all fees and taxes for satisfying the requirements of any regulatory agency for the storage, testing, monitoring, usage, transportation, disposal, safety, and reporting, or for any other requirements regarding the management of Regulated Material on and off the Project site(s).

C. The Contractor shall not allow Regulated Materials to spill on District property or on easements or on other public or private right of ways. Any spillage of Regulated Materials resulting from the Contractor's operation shall be removed immediately by the Contractor at the Contractor's expense.

D. The Contractor shall immediately notify the Engineer of any potentially Hazardous Materials or Hazardous Waste encountered at the worksite and shall take all necessary action to prevent exposure of personnel until all Material is identified and proper action can be taken.

E. Unless otherwise stated in the Contract Documents, Contractor shall be responsible for management, testing, transportation, and disposal of all regulated Material encountered on site in accordance with applicable local, state, and federal regulations.

F. Waste Manifests for pre-existing Regulated Material: The District will be the Generator for all Regulated materials pre-existing on the worksite and will sign the associated waste manifests. The District shall be responsible for paying the State Superfund fees, the generator's fees, and other costs of testing and disposal of pre-existing regulated material wastes unless specifically stated otherwise in these Specifications.

G. Prior to issuance of the Project Completion letter, the Contractor shall submit copies of all hazardous waste manifests signed by disposal facilities and certificates of disposal to prove that the Contractor has legally disposed such materials.

10.11.01. Contractor's Storage of Regulated Material

A. Prior to the storage or use of any Regulated Materials, the Contractor shall submit to the Engineer a Regulated Materials Storage and Use Plan (Plan). The Plan shall include (i) an inventory of all Regulated Materials to be stored or used at the Project site that equals or exceeds any of the following separate material phases: 55 gallons of liquid, 200 cubic feet of compressed gas, or 500 lbs. of solid; (ii) the maximum quantity of Materials to be stored; (iii) purpose of the Materials; (iv) the SDS for each Material; (v) a detailed description of how the Materials will be stored (including secondary containment where required by applicable regulatory agencies); (vi) a site plan drawn to scale; (vii) storage area

maps drawn to scale; (viii) a detailed description of how the Materials will be monitored; (ix) a detailed description of how wastes from the Materials will be stored and/or disposed; and (x) a detailed description of the procedures to be followed in the event of an uncontrolled release of the Regulated Materials.

B. The Plan shall be submitted to the Engineer and favorably reviewed at least 30 Days prior to the storage or use of any Regulated Materials. The Plan shall be updated and submitted to the Engineer by the Contractor upon the addition of new Regulated Materials not listed previously or upon a 100-percent (or greater) increase in quantity of a Regulated Materials that is listed in the plan.

10.11.02. Regulated Material Discharges or Releases by Contractor

A. The Contractor is responsible for all discarded or abandoned Material, including Regulated Materials and Hazardous Waste, generated as a result of the Contractor's operations unless specifically noted otherwise in these Specifications. The Contractor shall comply with Article 3.09. Differing Conditions.

B. In the event of a discharge or release of a Regulated Materials from the Contractor's operation, the Contractor is responsible for notifying the proper authorities, providing containment of the Material, identifying the contaminants, investigating the extent of all contaminants, testing and removing contaminated Materials, disposing of contaminated Materials, and verifying the removal of all contaminated Materials. These activities shall be performed to the satisfaction of the Engineer at the Contractor's cost. The Contractor shall perform any Work and provide any and all documentation required by the District and by all Federal, State, and local agencies. The Contractor shall provide to the Engineer copies of all correspondence and reports related to these activities. All Work performed to accomplish these activities shall be in accordance with Federal, State, and local regulations.

C. In the event of a discharge or release of Regulated Material, the Contractor shall notify the Engineer immediately. Immediate notifications may be verbal. The Contractor shall submit a detailed written report to the Engineer within 24 hours of the discharge or release. The written report shall include: a description of events leading to the discharge or release; action taken to prevent or control the discharge or release; a description of the discharge or release; the quantity of Material discharged or released; method used to determine the quantity discharged or released; type of Material discharged or released; SDS for the Material(s) involved; a description of the area affected by the discharge or release; agencies notified and date and time of notification; and status of the cleanup. The report shall also include the proposed investigation, cleanup, and verification sampling activities.

D. All expenses incurred by the Contractor as a result of or to remedy the discharge or release of Regulated Materials shall be borne solely by the Contractor; no additional compensation shall be made. The Contractor shall be responsible for signing the non-hazardous waste manifests and the hazardous waste manifests

and for paying the State Superfund fees, the generator's fees, and other costs of disposal of these wastes unless specifically stated otherwise in these Specifications. The Contractor shall be identified as the owner and generator of the wastes associated with unauthorized releases or discharges.

10.11.03. Hazardous Waste Management by Contractor

A. In accordance with these Specifications, the Contractor must manage the Hazardous Waste generated:

1. Labeling: The Contractor shall completely fill out and affix a "Hazardous Waste" label to each Hazardous Waste container for the Contractor's operations. Each Hazardous Waste label shall contain, at a minimum, (i) the words "HAZARDOUS WASTE"; (ii) information on the generator (i.e., name, address, phone number); (iii) EPA identification number for the waste stream; (iv) EPA and/or California Waste Code; (v) waste accumulation starting date; (vi) identification and content of the waste; (vii) the physical state of the waste (i.e., solid or liquid); (viii) and the hazardous property (i.e., flammable, toxic, corrosive, reactive, etc.). If the primary container is placed inside a secondary container, then the Contractor shall also prepare and affix another Hazardous Waste label on the secondary container.

2. Secondary containment: The Contractor shall provide appropriate secondary containment for all storage areas for Hazardous Materials and Hazardous Waste. In the case of an installation with one (1) primary container, the secondary containment shall contain at least 110 percent of the volume of the primary container. In the case of an installation with multiple primary containers, the secondary containment shall contain 150 percent of the volume of the largest container or ten (10) percent of the aggregate internal volume of all primary containers in the storage facility, whichever amount is greater. If the storage facility or storage system is open to rainfall, then the secondary containment must be able to additionally accommodate the volume of a 24-hour rainfall as determined by a 25-year storm history.

3. Accumulation time limit: The Contractor shall properly haul and dispose of all Hazardous Waste within 90 Days from the accumulation starting date identified on each Hazardous Waste label or on the completion date of the Contract, whichever event comes first. The waste accumulation starting date for each waste stream begins when the first drop of the waste is placed in the container.

4. Hauling and disposal of waste: The Contractor shall be responsible for using appropriate Hazardous Waste haulers and disposing of all Hazardous Waste in accordance with Federal, State, and local regulations.

B. Hazardous Waste Manifests: The Contractor will be the generator for all regulated materials introduced to the worksite by the Contractor or for any unauthorized releases of regulated materials occurring as a result of Contractor activities. In such cases, the Contractor will sign the associated waste manifests. The Contractor will pay the State Superfund fees, generator fees, and other costs of testing and disposal of regulated material.

C. Prior to issuance of the Project Completion letter, the Contractor shall submit legible copies of all Hazardous Waste manifests signed by disposal facilities and certificates of disposal to document that the Contractor has legally disposed of such Materials.

10.12. Non-Regulated Material Management

A. Non-Regulated Material is any substance that is not required by any Federal, State, or local regulations to require special management, storage, transportation, disposal, or handling practices. The Contractor is responsible for managing options for reuse and/or transportation and disposal of non-Regulated Material in accordance with this Article.

10.12.01. Disposal at State-Permitted Landfill

A. Non-Regulated Material may be transported and disposed at state-permitted, non-hazardous waste landfills. The Contractor is responsible for and shall obtain all required permits and pay all fees and taxes for satisfying the requirements of any regulatory agency for the storage, testing, monitoring, usage, transportation, disposal, safety, and reporting, or for any other requirements regarding the management of non-Regulated Material on and off the Project site(s).

B. The Contractor shall test Materials in accordance with the requirements of the Contract Documents and at the landfill to be used.

C. Contractor shall submit to the Engineer copies of state-certified laboratory testing reports for the Materials to be disposed, including but not limited to metals, pesticides, petroleum hydrocarbons, volatile organic compounds, and asbestos using EPA Test Methods.

D. Nonhazardous Waste Manifests: Prior to issuance of the Project Completion letter, the Contractor must submit legible copies of all non-hazardous waste manifests signed by disposal facilities and certificates of disposal to document that the Contractor has legally disposed of such Materials.

10.12.02. Disposal at District-Owned Sites

A. This Article applies to reuse or disposal within the Project site or any other District-owned property.

B. Material exceeding the applicable Environmental Screening Levels (ESLs) per the latest guidelines from the applicable Regional Water Quality Control Board

(RWCCB) is subject to a case-by-case approval by the Engineer, per the requirements below.

C. For non-Regulated Material to be reused or disposed of on site or at any District-owned site, the Contractor must obtain all required permits; agency and District approvals and agreements; and pay all fees and taxes for all services and Materials required in conjunction with the management, storage, testing, transportation, disposal, and reuse of non-Regulated Material. Material reused shall meet all other characteristic requirements of the Contract Documents.

D. Prior to the transportation and disposal of Materials, the Contractor shall provide all applicable regulatory agency approvals and supporting information for disposal of Materials, including but not limited to, the following:

1. Copies of all applicable regulatory agency permits, approvals, licenses, and environmental clearances;

2. Site-specific health and ecological risk assessment and/or compliance with applicable regulatory agency regulations or guidelines, including, but not limited to, the applicable ESLs per the latest guidelines from the applicable RWQCB;

3. Copies of documentation of communication by the Contractor with appropriate regulatory agencies on evaluation of regulatory requirements and regulatory agency approvals for disposal of Materials; and

4. Copies of state-certified laboratory testing reports for the Materials to be disposed including but not limited to metals, pesticides, petroleum hydrocarbons, volatile organic compounds, and asbestos using EPA Test Methods.

10.12.03. Disposal at Other Locations

A. This Article applies to reuse or disposal at any off-site location other than a state-permitted landfill, Project site, or other District-owned property.

B. For Material to be reused or disposed of offsite (other than a state-permitted landfill or District-owned property), the Contractor must obtain all required permits, agency approvals, and property owner agreements and pay all fees and taxes for all services and Materials required in conjunction with the management, transportation, disposal, and reuse of Materials.

C. Prior to the disposal of Materials, the Contractor shall provide all applicable regulatory agency approvals and supporting information for disposal of Materials, including but not limited to, the following:

1. Copies of all applicable regulatory agency permits, approvals, licenses, and environmental clearances;

2. Copies of documentation of communication made by the Contractor with appropriate regulatory agencies on evaluation of regulatory requirements and regulatory agency approvals for disposal of Materials; and

3. Copies of state-certified laboratory testing reports for the Materials to be disposed for chemicals of concern including but not limited to metals, pesticides, petroleum hydrocarbons, volatile organic compounds, and asbestos using EPA Test Methods.

4. If Material exceeds the RWQCB's ESLs, the Contractor shall provide a site-specific health and ecological risk assessment. At a minimum, this shall include soil testing of the Project's Natural Background Area (defined as: "native area representing natural geological characteristics not influenced by human activity at an appropriate distance away from project's boundary limits.") documenting that any RWQCB's ESL exceedances detected in the Materials also exist in the background area. The Contractor shall receive prior approval of the background sample locations and submit test reports.

D. Materials, the Contractor shall obtain written consent from the property owner and submit a copy thereof to the Engineer. Documentation of consent must include:

1. A written authorization from the property owner to accept Materials at duly noted quantities, types of Materials (e.g., soils, debris, etc.), and the disposal property location address; and

2. A written release from the property owner fully absolving the Santa Clara Valley Water District from any and all responsibility and legal liability toward any damage to life and environment in connection with the disposal of the Materials on the property.

E. Within 15 Days after the disposal of Materials at the property location, the Contractor shall submit an acknowledgement duly signed by the property owner certifying the date of receipt of the Materials, including quantity and types of Materials received (e.g., soils, debris, etc.), to document that the Contractor has disposed of the Materials at the location designated in the agreement.

F. Non-hazardous waste manifests: Prior to issuance of the Project Completion letter, the Contractor must submit legible copies of all non-hazardous waste manifests signed by disposal facilities and certificates of disposal to document that the Contractor has legally disposed of such Materials.

10.13. Imported Earthfill Material

10.13.01. General Requirements

A. The Contractor shall not import earthfill material that is contaminated with Regulated Materials.

B. For each imported earthfill Material to be used on the Project, the Contractor shall submit to the Engineer state-certified laboratory testing reports for chemicals of concern including but not limited to metals, pesticides, petroleum hydrocarbons, volatile organic compounds, and asbestos using EPA Test Methods.

C. For each imported earthfill Material to be used on the Project, the Contractor shall execute and submit to the Engineer a completed Imported Materials Certification form, certifying that the imported material is not contaminated with Regulated Materials. This form is available from the Engineer. If the imported earthfill Materials are to be obtained from more than one source, the Contractor shall execute and submit a separate form for each source of earthfill Material. This form shall be submitted at least 30 Days prior to the delivery of the earthfill Material to the construction site and shall receive favorable review prior to delivery.

D. If Contractor uses Regulated Materials on the Project Site, the Contractor must immediately remove the Regulated Material and dispose of it in accordance with all applicable laws, ordinances, and regulations. Contractor must conduct necessary sampling and monitoring to verify that all Regulated Material has been removed. Contractor must verify to the satisfaction of the Engineer and/or to the appropriate regulatory agencies, that any surrounding areas, soils, or water have not been impacted by the Regulated Materials. The subsequent disposal of the Regulated Material shall be the responsibility of the Contractor. No compensation shall be made to the Contractor by the District for removal, disposal, replacement, transportation, or chemical analysis, or for any other costs associated with the removal, disposal, and replacement of the Regulated Material.

E. The Engineer may obtain soil samples and test them to monitor the Contractor's compliance with these Provisions.

F. All imported earthfill Material is subject to approval by the Engineer.

10.13.02. Imported Earthfill Non-Regulated Material

A. If the imported earthfill Material exceeds the applicable RWQCB's ESLs, the Contractor shall provide a site-specific health and ecological risk assessment and/or comply with applicable regulatory agency regulations or guidelines. At a minimum, this shall include soil testing of the Project's Natural Background Area (defined as: "native area representing natural geological characteristics not influenced by human activity at an appropriate distance away from project's boundary limits.") documenting that any RWQCB's ESL exceedances detected in the imported earthfill Material also exist in the background area.

B. The Contractor's identification of the Natural Background Area and test reports are subject to approval by the Engineer.

10.14. Migratory Birds

A. The Contractor shall comply with all applicable Federal and State laws, rules, and regulations related to the protection of migratory birds, including, but not necessarily limited to, the Federal Migratory Bird Treaty Act (16 USC 703-712 50 CFR Part 21 and 50 CFR Part 10) and the California Department of Fish and Game Code Sections 2000, 3503, 3503.5, 3513, and 3800.

B. The Contractor shall carry out all activities in a manner consistent with the U.S. Fish and Wildlife Service's Migratory Bird Program. The Contractor shall not pursue, hunt, take, capture, kill, attempt to take, or possess any migratory bird listed in 50 CFR 10.13, or any part, nest, or egg of any such bird. Active nests are those containing either an egg (or eggs) or young and/or nests used by birds of prey, regardless of the presence of eggs or of young. To determine the occupancy of nests, the Contractor shall rely upon the professional expertise of a Qualified Biologist. See Section 19. Environmental.

C. The Contractor shall coordinate several measures, including (i) awareness and training of the Contractor's personnel on which bird species are protected, their nesting seasons, and seasonal variability; (ii) surveys to determine the presence of nesting birds in the Project area; (iii) establishment, maintenance, and removal of protective buffer zones around nests; (iv) installation and maintenance of exclusion devices; (v) nest prevention activities; and (vi) monitoring to ensure the adequacy of the compliance measures.

10.14.01. Scope of Work

A. The Contractor shall be aware of migratory bird nesting seasons (generally from January 15 to August 31) and variability; provide training to all Contractor personnel on the Project; monitor the Project site; perform preventative and deterrence measures to prevent birds from nesting; preserve and protect pre-established protective buffer zones; perform surveys to determine the potential for protected species to be in the Project area; establish new protective buffer zones around un-prevented nests, as required; install and/or maintain exclusion devices, such as netting and/or wire mesh screens; monitor to assure the adequacy of the compliance measures; and perform any other Work as specified herein to comply with all applicable statutes.

B. The Qualified Biologist shall monitor regulatory compliance, train Contractor personnel, and coordinate with the Engineer in conformance with (i) this Article; (ii) the Project specific Mitigation Monitoring and Reporting Program (MMRP) requirements relating to this Article; and (iii) all applicable permit conditions. The Qualified Biologist shall:

1. Provide bird nesting awareness training for all personnel working on the Project, including all Subcontractors.

2. Monitor the Project site for nest starts and occurrences of active bird nests.

3. Document the location, status, and species of bird for each active nest.

4. Monitor the Work to ensure that protected birds are not disturbed in a manner that could result in noncompliance.

5. Establish protective buffer zones around active nests as specified herein.

6. Ensure protective buffer zones are maintained and nests are not disturbed. Advise when protective buffer zones are no longer needed and can be removed.

7. Monitor the maintenance and effectiveness of bird exclusion devices.

8. Provide recommendations concerning vegetation management, installation of additional exclusion devices, and maintenance of such devices to prevent bird nesting. Advise when exclusion devices are no longer needed and can be removed.

C. Within 14 Days of the First Chargeable Day, the District will release the site to the Contractor. Prior to the release, the Engineer and the Contractor shall assess the site to determine the presence of nesting birds and any existing protective buffer zones and exclusion devices within or near the construction areas. In no case shall the District maintain responsibility for the site for more than 14 Days after the First Chargeable Day. Upon release of the site, the Contractor assumes complete responsibility for the site, including Work site monitoring, existing protective buffer zones, and exclusion devices and shall perform all required Work as specified herein.

10.14.02. Migratory Bird Surveys

A. The Qualified Biologist shall perform migratory bird surveys prior to any Project related activity that could pose the potential to affect migratory birds.

B. The Contractor shall include activities for Qualified Biologist surveys on Project Schedules with assurance that the appropriate migratory bird surveys have been coordinated with the Qualified Biologist and will be performed in advance of activities.

10.14.03. Migratory Bird Monitoring

A. The Contractor is responsible for ongoing monitoring to ensure that migratory birds, their active nests, eggs, and young are not harmed in any way.

B. The Contractor and Qualified Biologist shall inspect all areas that may be affected by Project activities, including all vegetation, grounds, structures, and bridge(s), with sufficient frequency as needed to identify any new and partially built bird nests.

C. At the direction of the Engineer and the Qualified Biologist, the Contractor shall be responsible for the removal of any inactive or partially built bird nests with the exception of raptor nests. No birds, nests with eggs, or nests with hatchlings shall be disturbed, nor shall raptor nests be removed unless specified in the Special Provisions, Article 19. Environmental.

10.14.04. Protective Buffer Zones

A. Existing protective buffer zones, if any, are shown on the Drawings or shall be communicated to the Contractor prior to the District releasing the site. In addition to District-established buffer zones, new protective buffer zones shall be required if a nest is established or discovered during the Contractor's activities. In the event that an active nest is discovered in the Project area, or in adjacent areas considered to have the potential to be disturbed by the Contractor's activities, the Contractor shall notify the Engineer and establish a protective buffer zone around the nest. The exact location of the boundaries of protective buffer zones shall be established by the Qualified Biologist and approved by the Engineer. The Contractor shall install temporary fencing at the boundary of each new protective buffer zone except as otherwise Directed by the Engineer. The fencing shall be Type ESA Temporary Fence per Caltrans Article 14-1.03. The Contractor shall attach signs labeled "Nesting Bird—Access Prohibited" at least every 50 feet along the fencing. The Contractor shall exclude Project activities to preserve and protect all protective buffer zones, including existing ones, at all times.

B. In the event that an active nest is discovered by the Qualified Biologist, the Biologist shall immediately notify both the Contractor and the Engineer of the active nest and of the applicable protective buffer zone.

C. The Qualified Biologist shall inspect all active nesting-bird protective buffer zones(s) on at least a weekly basis until such time as the nest is no longer active as confirmed by the Qualified Biologist. Once a nest is no longer active, the protective buffer zone shall be removed.

D. The Contractor shall be responsible for any added costs or schedule Delays as a result of the establishment of new nests or of new protective buffer zones due to the Contractor's failure to perform bird exclusion responsibilities.

E. The Contractor shall monitor protective buffer zone operations during the Project. Requirements for the protection of active nests may vary depending on the location and the species involved. The following are general guidelines to be followed by the Contractor when an active nest is encountered:

1. Stop any activities that may harm the nest.

2. Contact the Engineer immediately.

3. Only the Qualified Biologist should approach the nest and only if necessary.

4. The Contractor shall inform personnel of the presence of an active nest and take steps, described above, to avoid disturbing it.

5. Until inspected by the Engineer or Qualified Biologist, a 20-foot-radius protective buffer zone shall be established around the nest of any non-raptor, ground nesting bird, and a 50-foot-radius protective buffer zone around nests established in shrubs, trees, on structures, on Equipment, etc., except for raptor nests. Furthermore, the protective buffer zone shall be 250 feet for nesting raptors (including hawks), owls and burrowing owls, falcons, eagles, herons, and egrets. The Qualified Biologist may recommend, for approval by the Engineer, modification of these zones.

6. Refer to Section 19. Environmental for additional specific buffer zone requirements.

10.14.05. Exclusion Devices

A. The Contractor shall install nesting exclusion devices to prevent potential establishment or occurrence of a nest in the Project area during Project activities. The Contractor shall maintain all nesting exclusions devices, including existing ones, throughout the nesting season or until completion of Work in an area makes the devices unnecessary. The Contractor shall be responsible for the maintenance, repair, or replacement of exclusion devices until all of the Work is complete. The Contractor shall remove and dispose of all exclusion devices, including those installed by the District, when Work in the area is complete.

B. Bird exclusion devices shall be installed during the non-nesting season (generally September 1 through January 14). The Contractor shall obtain favorable review from the Engineer when installing bird exclusion devices during the nesting season (generally January 15 through August 31). At a minimum, all exclusion devices shall be inspected daily by the Contractor and weekly by the Qualified Biologist to ensure integrity of the devices and to prohibit birds from nesting without causing them harm.

10.14.06. Nest Prevention

A. The Contractor is hereby notified that all areas to be cleared of vegetation may be suitable nesting habitat for migratory birds. The Contractor shall perform all necessary clearing prior to the nesting season if at all possible. If clearing must occur during the nesting season, the Contractor shall obtain prior approval from the Engineer. If vegetation must be cut and maintained to prevent birds from nesting, it must be cut to less than six (6) inches in height and removed.

B. The Contractor shall inspect and monitor bare areas and gravel areas prior to commencement of the nesting season and as frequently as necessary thereafter and provide deterrence measures if necessary to prevent ground-nesting birds, such as killdeer, from establishing a nest.

C. Removal of vegetation (trees, shrubs, grasses, and herbaceous plants) shall be limited to areas shown on the Drawings designated for vegetation removal unless approval is obtained from the Engineer to remove vegetation from additional areas. No vegetation shall be trimmed back unnecessarily, including trees and/or shrubs growing near the right of way that overhang onto the worksite. Such overhanging foliage shall be protected and tied back if necessary. Landscaped areas and irrigation systems outside of the construction areas shall be preserved and protected from damage by the Contractor's activities.

D. Pre-established Vegetation Management Areas: Some areas of vegetation removal, clearing, and eradication may be established and cleared by the District prior to the First Chargeable Day. In these areas, the Contractor shall be responsible for the continued clearing and eradication of all re-sprouts.

10.14.07. Submittals

A. Submit a résumé of qualifications of the Qualified Biologist for the Engineer's favorable review. The Qualified Biologist's qualifications must meet the minimum requirements as specified for the Qualified Biologist listed in Section 19. Environmental. The résumé shall be submitted and must be favorably reviewed by the Engineer prior to any Work.

B. Submit migratory bird survey reports to the Engineer within two (2) Days upon completion of the survey and at least two (2) Days prior to commencement of Project related activities.

C. Submit the Qualified Biologists' training materials for favorable review by the Engineer, prior to presenting bird nesting awareness training to personnel.

D. Submit to the Engineer no later than the 15th Day of each month a monthly report prepared and signed by the Qualified Biologist that documents the activities of the Contractor, including, at a minimum, the status of awareness trainings provided, the installation, maintenance, or removal of any bird exclusion devices or protective buffer zones and their locations and monitoring results, and report the current status of previously documented bird nests.

E. When requested by the Engineer, maintain and submit a log of weekly documentation (including photo-documentation) of the time, date, condition of the nests, and any nest-prevention actions taken during inspections.

F. Submit to the Engineer product data for nesting exclusion devices, fencing for protective buffer zones, and any shop Drawings as deemed appropriate by the Engineer.

G. If the Contractor wishes to modify the dimensions of any protective buffer zone or modify any bird exclusion device, a written proposal of such modification must be submitted and favorably reviewed by the Engineer. The submittal must contain the Qualified Biologist's written justification for the proposed modification and

shall include a description of the anticipated effects on the active nest and on nesting birds.

10.15. Other Wildlife and Fish Species

A. The Contractor shall comply with all regulatory and permit requirements pertaining to other wildlife and fish species as identified in Section 19. Environmental.

10.16. Sensitive Plants and Vegetation

A. The Contractor shall comply with all regulatory and permit requirements pertaining to sensitive or listed plants and vegetation communities as identified in Section 19. Environmental.

10.17. Proper Pruning Techniques for Woody Vegetation Removal

A. An International Society of Arboriculture (ISA) Certified Arborist or Tree Worker is to be present at all times during pruning. Contractor shall comply with the following:

1. All pruning shall be in accordance with the most current editions of the Best Management Practices for Pruning (International Society of Arboriculture) and the American National Standard for Tree Care Operations (ANSI booklet Z133.1) and Pruning (ANSI booklet A300).

2. Pruning for clearance: Selectively remove only branches required for passage and movement of construction equipment.

3. Remove stubbed branches at the point of origin, outside the bark branch ridge.

4. No more than 25 percent of live foliage shall be removed from any tree at any one time (or in a given year).

5. Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.

6. All cuts shall be distal to the branch bark ridge or, if present, the branch collar. The cuts shall be close to but shall not injure the branch collar. All final cuts shall be in one plane, with no torn bark.

7. Pruning cuts larger than 4 inches in diameter, except for dead or stubbed branches, shall be avoided.

8. Pruning operations shall be conducted in a manner that does not damage surrounding understory plants, if present.

SECTION 11. CONTRACT CLOSEOUT

11.01. Project Completion and Acceptance

11.01.01. Use Before Acceptance

A. The District has the right to utilize or to place into service any item of Equipment or other usable portion of the Work before Acceptance of the entire Project. The District's exercise of said right shall hereinafter be referred to as Use Before Acceptance.

B. Where Use Before Acceptance is identified in the Contract Documents, it shall be considered part of the Work; no additional compensation or payment shall be made.

C. Should the District desire Use Before Acceptance that has not been identified in the Contract Documents, the Engineer shall notify the Contractor in writing, identifying the specific portion or portions of the Work proposed for Use Before Acceptance.

D. The Contractor shall provide written notice within ten (10) Days after a request for Use Before Acceptance by the District stating whether the proposed portions of Work are suitable for Use Before Acceptance and if there are any associated costs, constraints, or other impacts.

E. Until Use Before Acceptance, the Contractor is responsible for all care and maintenance of all items or portions of the Work.

F. Unless the Engineer requires the Contractor to execute a Use Before Acceptance Guarantee as provided in Article 11.02.03. Use Before Acceptance Guarantee, upon the District's issuance of written notice of Use Before Acceptance, the District accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, with the exception of any injury or damage resulting from the Contractor's actions or from negligence.

G. If, by reason of the District's unidentified Use Before Acceptance, the premium for the Contractor's bodily injury and property damage insurance is increased, the District shall reimburse the Contractor for the additional amount necessarily incurred, allocable to the area and the period of the District's use up to the date of Acceptance of the Work.

H. The District's Use Before Acceptance does not constitute Acceptance of the Work, or of any portion of the Work, by the District, nor does it relieve the Contractor of responsibility for correcting defective and/or deficient Work or Material found at any time before Acceptance of the Work or during the guarantee period after the District's Acceptance. Notwithstanding any Use Before Acceptance, the Contractor retains full responsibility for fulfilling all of the requirements of the Contract Documents.

11.01.02. Contractor's Responsibility to Manage Incomplete and Deficient Work

A. The Contractor is responsible for identifying and managing incomplete and deficient Work. Incomplete and deficient Work includes, but is not limited to, noncompliance items, rework items, and nonconforming tests; deficiencies relating to inspections by the building official; administrative requirements; and items of Work not complete per the Contract.

B. The preliminary final and final inspections shall not be conducted until:

1. the entire Work of the Milestone/Project is complete;

2. cleaning has occurred pursuant to Standard Provisions Article 11.04. Final Cleaning and to Special Provisions Article 22.06. Final Cleaning; and

3. deficient Work identified in all outstanding noncompliance notices and/or deficiency lists has been corrected.

C. For each Milestone Completion, the Contractor must include activities for conducting the preliminary final inspection, completion of deficiency list, and final inspection in the Contractor's Detailed Progress Schedules.

D. The District may withhold the estimated cost of the incomplete and deficient Work and consequences thereof until it is completed in accordance with the requirements of the Contract Documents.

11.01.03. Milestone Completion Preliminary Final Inspection

A. When the Contractor believes the Work of a Milestone or Project is complete, including final cleaning of the Work area associated with the Milestone, the Contractor shall submit to the Engineer a written certification that the Work of the Milestone is complete and shall request a preliminary final inspection of the work of the Milestone by the District.

B. Prior to requesting the inspection, the Contractor shall furnish the following Milestone Completion Certification to District:

"To the best of my knowledge, all Work of Milestone (#) has been completed, inspected, and tested and is in full compliance with the requirements of the Contract."

Certified by Contractor: _____ *Date:* _____
(Signature)

C. Within seven (7) Days of receipt of the Contractor's certification that all Work of a Milestone/Project is complete, the Engineer shall conduct a preliminary final inspection with the Contractor.

D. If the Engineer determines that, based on the results of the preliminary final inspection, the incomplete/deficient Work identified is greater in substance and/or volume than can be appropriately declared on a Deficiency List, then the Work is not complete enough to complete the preliminary final inspection. The Contractor shall be so notified in writing. The Contractor must complete the Work and reinitiate procedures for another preliminary final inspection. Any costs to the District for more than two (2) preliminary inspections may be charged to the Contractor.

E. If the results of the preliminary final inspection are satisfactory to the Engineer, a Deficiency List shall be prepared and issued to the Contractor. Neither the District's preparation of the Deficiency List, nor any omission from the Deficiency List of items of incomplete and/or deficient Work relieves the Contractor from completing all the Work required by the Contract.

11.01.04. Milestone Completion Final Inspection

A. Prior to requesting the milestone completion final inspection, the Contractor shall furnish the following milestone completion certification to the District:

"The work of Milestone (#) has been completed, inspected, and tested and is in full compliance with the requirements of the Contract. All Deficiency List items identified during the Preliminary Final Inspection have been completed."

Certified by Contractor: _____ *Date:* _____
(Signature)

B. Upon delivery of this certification to the Engineer and if the Engineer agrees with the Contractor's certification, a final inspection shall occur within ten (10) Days of the Contractor's delivery of the milestone completion certification.

C. If the Engineer determines the Work is deficient, the Contractor shall again be furnished with a Deficiency List identifying the observed deficiencies in the Work. After all deficiencies have been corrected, the Contractor must initiate procedures for another final inspection. If more than two (2) final inspections are required, any costs to the District for additional final inspections may be charged to the Contractor.

D. After Acceptance of the Contractor's milestone completion certification following the final inspection, the Engineer shall issue a milestone completion letter to the Contractor. This letter will establish the date of the completion of the milestone. The assessment of Liquidated Damages, if applicable, shall cease accruing as of the date of the milestone completion.

E. The Contractor's Detailed Progress Schedules must include activities for final inspection of milestones.

11.01.05. Project Completion

A. The Contractor shall certify that the entire Work of the Project is complete. Completion of the Project includes submission to and acceptance by the District of all milestone completion submittals. Article 22.05. Submission Closeout Items, describes in greater detail the submittal requirements for Contract Closeout.

B. Prior to the Engineer issuing the Project completion letter, the Contractor shall furnish the following Project completion certification to the District. This certification is in addition to any intermediate Milestone completion certifications:

"*The entire Work of the Project has been completed, inspected, and tested and is in full compliance with the requirements of the Contract Documents. All Deficiency List items have been completed. All items on the rework list have been completed. All Closeout Documents required by Article 22.05. Submission of Closeout Items, have been submitted to and accepted by the Engineer."*

Certified by Contractor: _____ *Date:* _____
(Signature)

C. The Contractor's certification shall also include the completion of all Deficiency List Work and the correction of all rework.

D. After acceptance of the Contractor's final certification, the Engineer shall issue a Project completion letter to the Contractor. This letter shall establish the date of the completion of Project. The assessment of Liquidated Damages, if any, shall cease accruing as of the date of Project completion.

11.01.06. Acceptance of Work

A. After issuing the Project Completion letter, the Engineer shall recommend that the District Board of Directors formally accept the Work.

B. Acceptance of Work shall be made by the District Board of Directors and only after the Engineer has recommended acceptance.

C. After the Board of Director's formal Acceptance of Work, the Clerk of the Board shall record a Notice of Completion of Contract and Acceptance of Work.

D. The District's Acceptance of Work establishes conformity with the Contract except for Delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and are subject to any guarantee and warranty, express or implied. Determinations by the Engineer that the Work is complete or Acceptance of Work by the Board of Directors does not bar any action by the District against the Contractor pursuant to Article 11.02. Guarantee and Guaranty Bond.

11.02. Guarantee and Guaranty Bond

11.02.01. Guarantee

A. The guarantee period for any item of Equipment or usable portion of the Work that the District utilizes or places into service shall commence on the date of the Notice of Completion of Contract and Acceptance of Work.

B. The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in Material or workmanship supplied or constructed under the terms of this Contract and to pay for any damage to other Work resulting from such defects that becomes evident within a minimum of three (3) years after the date of Notice of Completion of Contract and Acceptance of Work or within such period of time as may be prescribed by law. The Contractor further assumes responsibility for a similar guarantee for all Work and Materials provided by Subcontractors or by manufacturers of packaged Equipment components. The Contractor also agrees to indemnify, defend, and hold the District harmless from liability of any kind arising from damage due to said defects.

C. The Contractor-furnished Guarantee and Guaranty Bond specified herein shall be in addition to any Equipment, workmanship or Material warranties specified elsewhere in the Contract or as provided by the manufacturer. The Contractor shall provide copies of all warranties required of the Specifications in addition to the Guarantee and Guaranty Bond.

D. The Contractor shall execute and submit to the Engineer a completed Guarantee Form and Guarantee Bond for the Work in the format provided.

E. The Contractor shall, upon receipt of notice in writing from the District, promptly make all repairs arising out of defective Materials, workmanship, or Equipment. If the Contractor has failed to make the repairs with due diligence within ten (10) Days after giving this notice to the Contractor, the District is hereby authorized to make such repairs. In case of emergency, where, in the opinion of the District, Delay could cause serious loss or damage, repairs may be made without notice sent to the Contractor. The Contractor and its Surety shall be liable for any expense in connection with repairs performed by the District or by its agents.

F. Prior to the expiration of the guarantee period, the District reserves the right to hold a meeting and require the attendance of the Contractor and relevant Subcontractors and Suppliers at no cost to the District. The purpose of the meeting is to review guaranties, bonds, and maintenance requirements and to determine the required repair or replacement of defective items.

G. For the purpose of this Article, Acceptance of the Work or a portion of the Work by the District shall not extinguish any covenant or Agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and

agreements shall continue to be binding on the Contractor until they have been fulfilled.

11.02.02. Guaranty Bond

A. The Contractor shall furnish a written Guaranty Bond in the format provided below prior to issuance of the Project Completion letter. The Guaranty Bond shall be executed by both the Contractor and the surety (who must be an admitted surety in accordance with California Code of Civil Procedure Section 995.670). This Guaranty Bond shall be for a period of three (3) years after the date of Notice of Completion of Contract and Acceptance of Work and shall cover all Work.

B. The amount of the Guaranty Bond shall be no less than 15 percent of the total Contract Price(s).

SANTA CLARA VALLEY WATER DISTRICT

GUARANTEE FORM

Guarantee for

(Project Name and Project Number)

City, State

We hereby guarantee the Project commonly known as _____ has been completed in accordance with the requirements of the Contract Documents and further agree that the Work to be free of defects in workmanship, Materials, and Equipment and to remain free of such defects for a period of three (3) years from the date of Acceptance of Work by the District's Board of Directors.

We agree that if any defects in Materials, workmanship, or Equipment become evident, we shall, within ten (10) Days after written notice of such defects, commence to repair or replace the same together with any other Work that may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified, or should the emergencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Santa Clara Valley Water District to proceed to have the defect repaired and made good at our expense; we shall pay the cost therefor upon demand.

The guarantee provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor: _____

Signature: _____

Title: _____

Date: _____

SANTA CLARA VALLEY WATER DISTRICT

GUARANTY BOND

BE IT KNOWN BY THESE PRESENTS: That

WHEREAS, the Santa Clara Valley Water District, State of California, has awarded to _____ (hereinafter designated as "Principal") a Contract for _____; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a Guaranty Bond for the faithful performance of said Contract's guarantee.

NOW, THEREFORE, we, the Principal and

_____ as Surety, are held and firmly bound unto the Santa Clara Valley Water District (hereinafter called "District") in the sum of

_____

Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above Principal, or heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ Day of _____, 2_____.

_____ (Seal) _____ (Seal)
_____ (Seal) _____ (Seal)
_____ (Seal) _____ (Seal)

Principal *Surety*

Address: _____
_____

NOTE: Signature of those executing for Surety must be properly acknowledged.

11.02.03. Use Before Acceptance Guarantee

A. For Equipment or components of Equipment or other usable portions of the Work utilized or placed into service for the District's benefit during the progress of the Work and prior to Acceptance of Work, the Contractor shall submit the guarantee certificate below on the Contractor's letterhead.

(Contractor's Letterhead)

USE BEFORE ACCEPTANCE GUARANTEE

FOR

EQUIPMENT OR OTHER USABLE PORTION OF THE WORK INSTALLED BY CONTRACTOR

AND

USED BY DISTRICT BEFORE ACCEPTANCE OF WORK

We (Name of Contractor), agree to maintain and repair as recommended by the manufacturer the following described Equipment (system) or other usable portion of the Work that has been utilized or placed into service by the personnel of the District prior to Acceptance of Work. The guarantee provided herein shall not be in lieu of, but shall be in addition to, any warranties, performance bond, payment bond, or other obligations otherwise imposed by the Contract Documents and by law.

Owner: Santa Clara Valley Water District

Description of Equipment or other portion of the Work: _____(Include manufacturer name, model number, serial number, and such other information as needed to positively identify the Equipment/system or portion of Work.)

Location of Equipment: _____

Installed under: (Contract Number and Contract Title)

Date Installed: _____

Date of first utilization or placement into service by the District: _____

This guarantee is effective upon date shown herein under, and shall remain effective until the District's Acceptance of Work.

Name of Contractor: _____

By: _____

Address: _____

Phone: _____

License No.: _____

Date: _____

11.03. Submission of Closeout Items

A. At completion of construction and prior to issuance of the Project Completion letter by the District, the Contractor shall deliver the following documents to the Engineer in the following form:

1. One original set of As-Built Drawings in accordance with Article 14.11.01. As-Built Drawings.

2. Field Test Records (two) 2 copies): Unless required to be submitted elsewhere in the Specifications, field test records shall be submitted as a closeout item bound into three ring vinyl binders with clear plastic spine label pockets with all pages numbered. A complete, neat, word processed table of contents for each binder with page numbers for each entry must be provided.

3. Field survey record documentation.

4. Evidence of compliance with and approval of Contractor obtained permits and associated inspections of authorities issuing the permits.

5. Copies of all special guarantees, warranties, and bonds.

6. Release of Claims in accordance with Article 6.03. Final Payment.

7. Records indicating the District's receipt and acceptance of all tools, spare parts, and extra Material as specified in these Specifications.

8. Records indicating the District's receipt and acceptance of all O&M manuals as specified in these Specifications.

9. Any and all administrative paperwork required for closeout.

B. Accompany the closeout document submittal with a transmittal letter in duplicate containing the following:

1. Date

2. Santa Clara Valley Water District Project name and Project number

3. Contractor's name and address

4. Title and number of each document

5. Certification that each document as submitted is complete and accurate

6. Signature of Contractor

C. The Contractor shall turn over all keys to new and existing facilities to the Engineer. This includes keys that were loaned (if any) to Contractor staff by the

District for use during the construction period. The Contractor shall provide a written description or schedule describing which keys correspond to which doors, gates, or other feature.

11.04. Final Cleaning

11.04.01. Scope and Schedule for Final Cleaning

A. Final cleaning is separate Work from cleaning done throughout the Project to maintain the Project site in a safe and presentable condition. Final cleaning shall be a comprehensive cleanup of all new and existing facilities affected by the Work prior to and finished within 30 Days of the District's approval for continuous use and occupancy. Final cleaning may be performed separately by structure or area at different time periods only if approved by the Engineer.

B. Completion of this Work shall be planned and scheduled to accommodate the operational requirements of this District facility.

11.04.02. Final Cleanup

A. Before final inspection, the Contractor shall clean the premises and, unless otherwise specified, remove from the worksite and areas adjacent to the worksite, all building Material, rubbish, debris, unused Material, concrete forms, falsework, temporary structures, and other Material and Equipment used during the construction. All parts of the Work shall be left in a neat and presentable condition to the satisfaction of the Engineer.

11.04.03. Structures

A. Structures shall have the interiors and exterior surfaces cleaned by a professional industrial janitorial service fully knowledgeable in proper and effective cleaning methods.

B. The structures shall be thoroughly cleaned and shall include, but shall not be limited to, the following cleaning activities:

1. Paint, glazing compounds, and other Material shall be removed from glazing and skylights. Glazing and skylights shall be washed and polished on both sides. Care shall be exercised so that the glazing is not scratched or damaged.

2. Interior surfaces, including walls, ceilings, light fixtures, doors, jambs, sills, piping, ducts, Equipment, electrical panels and conduits, handrails, guardrails, gratings, pipe trenches, drains, and miscellaneous fixtures shall be cleaned. Stains, spots, dirt, and dust shall be removed.

3. Temporary floor protections shall be removed; floors shall be vacuumed and washed; floors other than concrete shall be waxed and buffed.

4. Door and window hardware shall be cleaned and polished after all traces of stains, dirt, paints, and blemishes are removed.

5. Casework and plastic laminate surfaces shall be cleaned and polished.

6. Marks, stains, fingerprints, soil, and blemishes shall be removed from painted, decorated, or stained interior surfaces.

7. Spots, soil, paint, grout, plaster, concrete, and similar substances shall be removed from tile and the tile shall be washed.

8. Exterior walls, doors, and louvers shall be washed.

9. All interior and exterior signage shall be cleaned.

C. All concrete decks and floors shall be swept and washed. Stains, including oil stains, metal rust, and weld splatter shall be removed. Spills of construction Materials, including paint, concrete, grout, adhesives, insulating Materials, chemicals, and similar Materials shall be removed and the underlying surfaces cleaned.

11.04.04. Streets, Roadways, Concrete Slabs, Sidewalks, and Paved Areas

A. Streets, roadways, concrete slabs, sidewalks, and paved areas shall be cleaned and pressure washed so that they are free of debris, soil, and paint or construction Material spills. Painted construction markings on concrete and pavement shall be removed.

B. All access roads and maintenance roads shall be graded, removing wheel tracks and smoothing up such roads, and restored to their specified condition, or if none specified, to the condition then existing prior to the start of construction.

11.04.05. Storm Drainage Facilities

A. All gutters, V ditches, swales, storm drain pipe inlets, catch basins, drop inlets, and manholes shall be cleaned of soil, vegetation, and debris.

11.04.06. Unpaved Areas

A. Unpaved areas between new facilities and between new and existing facilities shall be cleaned of all debris and construction Material. These areas shall be graded or raked to a smooth uniform surface without leaving holes, depressions, or tire tracks.

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SECTION 12. WORK AND CONTRACT TIME(S)

12.01. Summary of Work

A. The Work to be completed under this Contract shall consist of furnishing all tools, Equipment, Material, supplies, and manufactured articles, and all labor, transportation and services, including fuel, power, water, and essential communications, and of performing all Work or other operations required to construct the Upper Berryessa Creek Off-Site Mitigation Project as illustrated on the Drawings and as detailed in these Specifications. The Project is being constructed to provide mitigation to construction impacts for the Berryessa Creek Flood Risk Management Project completed in 2018 and required by the San Francisco Bay Regional Water Quality Control Board. Any quantities provided with Article 12.01. Summary of Work are approximate. Should there be a discrepancy between the quantities included herein and elsewhere in the Contract documents, those quantities specified elsewhere on the Contract shall govern. The Work and Contractor's qualifications include, but is not limited to, the following:

1. Contractor shall provide these licenses and minimum qualifications:

    a. C-27 Landscape Contractor License

    b. California Department of Pesticide Regulation Certified Pesticide Applicator's License

    c. California Department of Pesticide Regulation Certified Pest Control Advisor

    d. International Society of Arboricultural Certified Arborist

    e. Certified Ecologist Restoration Practitioner or Practitioner in Training (CERP or CERPIT)

    f. Certified Professional in Erosion and Sediment Control (CPESC)

2. Preparing the sites for planting as shown in the Drawings.

3. Planting of approximately 17,858 container stock units (Type TB2) in accordance with the Drawings.

4. Planting of approximately 165 container stock units (Type TB4) in designated locations in accordance with the Drawings.

5. Installation of approximately 791 live stake cuttings placed and oriented as specified to promote establishment.

6. Planting of approximately 425 plug units, in accordance with the approved species list and spacing requirements shown in the Drawings.

7. Hydroseeding of approximately 16.72 acres, utilizing specified seed mix, carrier, and application rates.

8. Design and Installation of the irrigation system including the operation and maintenance for a period of five (5) years following planting completion.

9. Provision of plant establishment monitoring services, including survival assessments, performance evaluations, and reporting, for a period of five (5) years post-planting, in accordance with the Technical Specifications

12.02. Drawings

A. The Drawings entitled “Map and Construction Plan for Upper Berryessa Creek Off-Site Mitigation Project” accompanying these Specifications are made a part thereof.

12.03. Contract Time(s)

A. The Contractor shall complete all Work required under this Contract before the expiration of 2920 Days from the first chargeable Day of the Contract. The first chargeable Day of the Contract shall be defined in the NTP issued by the District.

B. The Contractor is advised that dry conditions may not exist and that flow in various watercourses encountered in this Project may occur. In no case shall any extension of time be granted if the basis of a Claim is water flowing in a watercourse. No extension of time shall be given because of rain, or because of results of rain, except set forth in these Specifications.

C. Work shall include the following Milestones:

1. **Milestone 1:** June 2026 to October 2026 – Mobilization, demolition clearing and grubbing, access to the planting sites, soil preparation for seeding and planting, completion of the SWPPP, installation of the stormwater BMPs, and completing the irrigation system design for all planting sites except Thompson Creek.

2. **Milestone 2:** November 2026 to March 2027 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for all sites except Thompson Creek and Scott Creek.

3. **Milestone 3**: April 2027 to March 2032 – Plant establishment and maintenance for all the sites except Thompson Creek and Scott Creek set forth in Section 28 of the Technical Specifications.

4. **Milestone 4**: April 2027 to October 2027 - Mobilization, demolition, clearing and grubbing, access to the site, soil preparation for seeding and planting, installation of stormwater BMPs, and completing the irrigation system design for Thompson Creek from approximately Station 10+25 to 26+25.

5. **Milestone 5**: November 2027 to March 2028 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for Thompson Creek (Station 10+25 to 26+25).

6. **Milestone 6**: April 2028 to March 2033 - Plant establishment and maintenance monitoring for Thompson Creek (Station 10+25 to 26+25) set forth in Section 28 of the Technical Specifications.

7. **Milestone 7**: April 2028 to October 2028 - Mobilization, demolition, clearing and grubbing, access to the site, soil preparation for seeding and planting, installation of stormwater BMPs, and completing the irrigation system design for Thompson Creek from approximately Station 26+25 to 42+25.

8. **Milestone 8**: November 2028 to March 2029 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for Thompson Creek (Station 26+25 to 42+25).

9. **Milestone 9**: April 2029 to March 2034 - Plant establishment and maintenance for Thompson Creek (Station 26+25 to 42+45) set forth in Section 28 of the Technical Specifications.

D. Milestone Completion:

1. The Contractor will complete Milestone 1 by October 30, 2026.

2. The Contractor will complete Milestone 2 by March 30, 2027.

3. The Contractor will complete Milestone 3 by March 30, 2032.

4. The Contractor will complete Milestone 4 by October 30, 2027.

5. The Contractor will complete Milestone 5 by March 30, 2028.

6. The Contractor will complete Milestone 6 by March 30, 2033.

7. The Contractor will complete Milestone 7 by October 30, 2028.

8. The Contractor will complete Milestone 8 by March 30, 2029.

9. The Contractor will complete Milestone 9 by March 30, 2034.

12.04. Inclement Weather

A. The time allowance for completion of Work is based upon the inclusion of regular workdays for inclement weather, which, pursuant to Standard Provisions Article 3.08.02. Inclement Weather may be excusable. The Contractor shall determine the average number of weather delays, on a monthly basis, and include them in their Baseline Progress Schedule (Article 5.06.02.) and/or any other updates or reviews to the Baselines Progress Schedule. Inclement weather

shall be determined from the U.S. Weather Bureau records for the proceeding three-year period found at http://www.ncdc.noaa.gov/cdo-web/search and the weather prediction software at https://www.ncdc.noaa.gov/data-access/modeldata/model-datasets/numerical-weather-prediction. The Contractor shall create a weather calendar in the scheduling software where the weather calendar would have less workdays to reflect the 3-year average of normal inclement weather.

B. The Contractor shall comply with Standard Provisions Article 3.08.02. Inclement Weather.

12.05. Liquidated Damages

A. In accordance with Standard Provisions Article 5.08. Liquidated Damages, the District may assess as Liquidated Damages the following amounts:

1. $5,100 per day for failure to complete all work of Milestone #1 within the time limit allowed.

2. $5,100 per day for failure to complete all work of Milestone #2 within the time limit allowed.

3. $5,100 per day for failure to complete all work of Milestone #3 within the time limit allowed.

4. $5,100 per day for failure to complete all work of Milestone #4 within the time limit allowed.

5. $5,100 per day for failure to complete all work of Milestone #5 within the time limit allowed.

6. $5,100 per day for failure to complete all work of Milestone #6 within the time limit allowed.

7. $5,100 per day for failure to complete all work of Milestone #7 within the time limit allowed.

8. $5,100 per day for failure to complete all work of Milestone #8 within the time limit allowed.

9. $5,100 per day for failure to complete all work of Milestone #9 within the time limit allowed.

10. $250 per day for failure to submit the Preliminary Schedule of Work, Detailed Schedule of Work, Schedule Updates, and Master Submittal List within the time limits allowed.

11. $250 per day for failure to submit each of the Immediate Submittals as listed within the time limits allowed.

12. $200 for each truck found to be idling or queuing at the project site or in the surrounding neighborhood without prior approval by the Engineer.

13. $200 for each truck that arrives at the project site before work hours.

12.06. Bonus (No Special Requirements)

12.07. Changes

A. Reference is made to Standard Provisions Article 3.07 Changes in Contract Price(s).

B. Reference is made to Standard Provisions Article 3.07.02 Cost of Extra Work, paragraph G. Contractor's Fee.

1. All extra work by either Time and Materials or a Lump Sum Change Order, shall be paid at the estimated cost. The markup, provided under bullet No. 3, shall compensate the Contractor for all direct and indirect overhead costs and profit. No separate allowance or itemization shall be allowed for extended overhead or time related overhead; unless, otherwise approved in writing by the District's Deputy Operating Officer.

C. Reference is made to Standard Provisions Article 3.07.03 Time-and-Materials Work.

1. For any extra work under Time-and-Materials, the Contractor shall develop an estimate of the work. A Not-to-Exceed amount shall be agreed to in writing by the District's Project Manager before any extra shall begin.

2. The Contractor shall submit weekly time and materials reports and track costs on a weekly basis for submittal to the Engineer. The District's inspector will develop their own daily reports to verify the Contractor's time and material reports. Upon review and approval by the District's Project Manager of the Contractor's and District inspector's time and material reports, the approved time and materials will become the basis for payment.

3. The Contractor shall notify the Engineer and the District's Project Manager when the cumulative costs for Time-and-Material work equal 80 percent of the Not-to-Exceed amount. The Contract shall not receive compensation if the required notice is not provided before exceeding 80 percent of the Not-to-Exceed amount.

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SECTION 13. GENERAL REQUIREMENTS

13.01. Abbreviations and Acronyms

A. In addition to the abbreviations provided under Section 1 of the Standard Provisions, the following abbreviations and acronyms shall apply for this Project:

CDFW	California Department of Fish and Wildlife
CO	Contract Change Order
CPM	Critical Path Method
CSI	Construction Specifications Institute
DCM	Design Change Memorandum
FEMA	Federal Emergency Management Agency
OSHA	Occupational Safety and Health Act
PCO	Potential Change Order
RFI	Request for Information
SFDFW	San Francisco Dusky-Footed Woodrat

13.02. Definition of Key Terms

A. ***Project:*** The demolition, installation, construction, or replacement to be accomplished under the Contract; to be constructed in whole or in part pursuant to the requirement of the Contract.

B. ***Project Completion:*** Project completion is the stage at which the work of the entire Project is complete per the Contract documents, and the Engineer has performed the final inspection and issued a Completion letter. Reference Article 22.01.

C. ***Work:*** Everything required to complete the Project; or, that which is constructed or done pursuant to the requirements of the Contract to accomplish the Project including but not limited to providing labor, materials, equipment, and information documentation

13.03. Web-Based Construction Document Management System

13.03.01. Summary

A. The Contractor, and its subcontractors and suppliers must utilize the Document Control System (DCS) designated by the Engineer for submission of all data and documents throughout the duration of the Contract, unless specified otherwise in the Contract Documents. The term “Copy” or “Copies” shall refer to electronic copies unless a hard copy is specified. Where a hard copy is specified, both electronic and paper versions shall be submitted:

1. The DCS will be made available to the Contractor, its subcontractor and suppliers working on the Project, with appropriate access permission granted to view Project documents, logs, and Project coordination information.

2. The Engineer will provide training on the utilization of the DCS system and instructions for online submission of documents required by the terms of the Contract including submittals, RFIs, correspondence, progress payments, schedules and schedule updates, proposals, PCOs, and other Contract requirements.

3. The DCS shall be the primary means of Project information submission and management.

B. Related Sections:

1. Article 7.01, Submittal Requirements and Article 20.01, Additional Submittal Requirements.

2. Article 2.04. Requests for information.

3. Article 5.06. Progress Schedules.

4. Article 14.10. Operation and Maintenance Documents.

5. Section 21—Payment Procedures.

C. The Engineer will establish the Contractor's access to DCS by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access to DCS and determine assigned function-based authorizations and user privileges to enter and access information in DCS. Subcontractors and suppliers will be given access to DCS by the Engineer. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on DCS shall be the responsibility of the Contractor.

D. Within seven (7) Days after receiving the Notice to Proceed, the Contractor shall submit:

1. List of Contractor's personnel responsible for DCS administration.

2. Include descriptions of key personnel's roles and responsibilities for this Project and identify its organization's administrator.

E. Within seven (7) Days after the Project Labor Agreement (PLA) Pre-Job Conference, the Contractor shall submit:

1. List of subcontractors' and suppliers' personnel responsible for DCS administration.

2. Include descriptions of key personnel's roles and responsibilities for this Project and identify its organization's administrator.

F. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within DCS system) by the Engineer and the Contractor will be jointly owned.

G. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. The District's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

13.03.02. Computer and Connectivity Requirements

A. The Contractor must use computer hardware and software that meets the requirements for accessing and utilizing DCS system. As recommendations are modified by DCS, the Contractor shall upgrade its system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems shall not be justification for a cost or time modification to the Contract.

B. The Contractor shall ensure that connectivity to DCS system is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirement for using the system is 128 kb/s. It is recommended that a faster connection be used when uploading pictures and files into the system.

C. Connectivity Responsibility

1. The DCS is a web-based environment and therefore, subject to the inherent speed and connectivity limitations of the internet. The Contractor is responsible for its own connectivity to the internet. The DCS response time is dependent on the Contractor's equipment, including processor speed, internet access speed, etc. and current traffic on the internet.

2. The District will not be liable for any delays associated with the usage of DCS, including, but not limited to, slow response time, downtown periods, connectivity problems, or loss of information. The Contractor shall ensure connective to DCS system (whether at home office or job site). Under no circumstances will usage of the DCS be a basis for a time extension or cost adjustment to the Contract.

13.03.03. Contractor Responsibility

A. Contractor shall be responsible for scanning or otherwise converting to electronic format all Project submittals and Contractor correspondence, drawings, sketches, etc., and uploading them to the DCS website.

B. The Contractor is responsible for the validity of its information placed in DCS.

C. Accepted users shall be knowledgeable in the use of computers, including internet browsers, email programs, CADD applications, and Portable Document Format (PDF) document distribution program.

D. The Contractor shall utilize the existing forms in DCS to the maximum extent possible. If a required form does not exist in DCS, the Contractor shall include a form of its own or one provided by the Engineer (if available) as an attachment to a submittal.

E. PDF documents shall be created through electronic conversion rather than optically scanned whenever possible. If optically scanned, the document shall be converted through an Optical Character Reader so that all documents are searchable. If the documents have multiple sections, then the Contractor shall provide a “bookmark” for each section. The Contractor is responsible for the training of its personnel in the use of DCS (outside what is provided by the District) and the other programs indicated above as needed. The Contractor shall disable all security so that copying and pasting of information from the PDF document is enabled.

F. The Contractor shall provide a list of key DCS personnel for the Engineer’s acceptance. Contractor is responsible for informing the Engineer of additional personnel, subcontractors and suppliers to be added to the system, or of personnel, subcontractors and suppliers to be removed from the system. The Engineer reserves the right to perform a background check on all potential users.

13.03.04. Training

A. The Engineer will provide training consisting of two web-based seminars in conjunction with a conference call. Additionally, one classroom or virtual training seminar may also be required. The training seminars are 2 hours each.

B. Contractor shall arrange and pay for the facilities and hardware/software required to facilitate the Contractor’s own training.

13.03.05. DCS Utilization

A. The DCS shall be utilized in connection with all document and information management required by these Contract Documents. Documents and information to be submitted electronically include, but are not limited to, the documents described below.

B. Submittals:

1. Submittals shall be in accordance with Section 7. Submittal Management and Section 20. Submittal and Quality Requirements.

C. Administrative documents: All correspondence shall be submitted using DCS. Examples include, but are not limited to:

1. Written correspondence (letters, memos, etc.).

2. Requests for Information (RFI).

3. Daily Work Reports.

4. Survey requests.

5. Compliance documentation (test reports, QA/QC reports, certifications).

D. Schedules:

1. All schedules and associated updates shall be submitted in accordance with Article 5.06. Progress Schedules.

2. All schedules and associated updates shall be submitted as specified in these Contract Documents and as a native backed-up file of the scheduling program being used. The schedule shall be posted as a PDF file in the format specified in these Contract Documents and as a backed-up file.

E. Operation and Maintenance Documents:

1. Operation and Maintenance Documents shall be submitted in accordance with Article 14.10. Operation and Maintenance Documents.

2. In addition to electronic copies transmitted via DCS, the Contractor shall provide hard copies of each final favorably reviewed Operation and Maintenance Documents submittal. The number of hard copies to be provided shall be as required in Article 14.10. Operation and Maintenance Documents.

F. Financial Documents:

1. Schedule of Values.

2. Monthly applications for payment.

3. Change Order requests and proposals.

4. Change Order supporting documentation, including daily extra work reports.

5. Requirements for financial documents shall be in accordance with Section 21. Payment Procedures. Supporting material for financial documents shall be submitted on DCS utilizing both DCS schedule of values format and as PDF attachments.

13.04. District-Furnished Reports

A. These reports are for reference only. Any reliance on data contained within such reports is at the Contractor's own risk.

13.04.01. Soil Analysis Reports

A. A soil investigation was carried out for Stillwater Science by Wallace Laboratory, LLC for soil fertility related testing for plant growth. The results of the soil samples and laboratory test analyses are provided in the report titled "Soil Analyses by Wallace Laboratories, LLC."

B. An electronic version of the report is available at the PlanetBids Vendor Portal.

13.04.02. Environmental Report

A. The District has prepared a final Environmental Impact Report for the Upper Berryessa Creek Flood Risk Management Project dated January 2016.

B. The District has prepared an Addendum to the final Environmental Impact Report for the Berryessa Creek Flood Risk Management Project dated March, 2026.

C. An electronic version of the report is available at the PlanetBids Vendor Portal.

13.04.03. Hazardous Material Investigation Report

A. A Hazardous Materials Investigation consisting of soil borings and sample analysis was carried out for the District. The results of the soil samples and laboratory test analyses are provided for information only in the following report.

1. Report prepared by Locus Environmental, entitled “Hazardous Substances Liability Assessment (HSLA),” dated March 2026. Contractor’s attention is directed to Appendix F – Analytical Reports for various levels of metals and other constituents found in the soil. Any required soil testing to satisfy disposal site requirements shall be the responsibility of the Contractor and included in other items of work requiring the testing and no additional payment will be made, therefore.

B. An electronic version of the report is available at the PlanetBids Vendor Portal.

C. The Contractor shall be responsible for reviewing the investigation and findings, and for evaluating the need for, and for providing for, any safety measures it deems necessary. Any such measures shall be considered incidental to the work, and no additional payment will be made therefore.

13.04.04. Cultural Resources Report (No Special Requirements)

13.04.05. As-Built Documents (No Special Requirements)

13.05. Contractor’s Engineering and Design

A. The Contractor will provide design of the irrigation system included under Section 29 of the Technical Specifications..

SECTION 14. SPECIAL REQUIREMENTS

14.01. Engineer

A. See Standard Provisions Article 3.02. Engineer, for definition and responsibilities of the Engineer.

B. The Engineer is the Deputy Operating Officer for the Watershed Design and Construction Division, Bhavani Yerrapotu.

14.02. Project Signs

A. The Contractor shall install and maintain District-furnished Project identification signs at the locations shown on the Drawings and in accordance with the notes and details thereon and as specified in these Specifications.

B. The signs shall be clearly visible to the public. The bottom edge of the sign shall be as shown on the Drawings. All hardware, posts, and fasteners shall be furnished and installed by the Contractor.

C. Arrangements to pick up the signs shall be made by contacting the District Winfield Warehouse at (408) 265 2607, extension 3800, located at 5905 Winfield Boulevard, San Jose, CA 95123 at least two (2) working days in advance of the date of when the signs are to be picked up.

D. The Contractor shall be responsible for transporting the signs to the job site and for ascertaining all information, dimensions, connections, and appurtenances required to provide satisfactory installation of the signs.

E. The signs shall be installed prior to the start of construction and shall be maintained throughout the construction of the Project. Signs and supports shall be maintained in a neat, clean condition; and damages to structures, framings, or signs repaired until Project Completion. Remove or paint over graffiti and repair signs. Signs shall be straightened whenever they are not plumb.

F. Upon completion and acceptance of the Project by the District, the Contractor shall remove the signs and framing and return them to the District warehouse at 5905 Winfield Boulevard, San Jose, CA 95123. Arrangement to return the signs shall be made by contacting Winfield Warehouse at (408) 265-2607, extension 3800, at least two (2) working days in advance of the date of when the signs are to be returned. The Contractor shall restore the sign-removal areas, backfill holes with soil and/or repair previous pavement saw cuts in kind, and clean the surrounding areas.

14.02.01. Payment

A. Full compensation for doing all Work necessary to pick up and install the District furnished signs shall be included in the lump sum price Bid for **MOBILIZATION AND DEMOBILIZATION, Bid Item No. 5**, if authorized by the District.

14.03. Office Facilities (No Special Requirements)

14.04. Use of District Facilities (No Special Requirements)

14.05. Temporary Utilities

A. Temporary Water: The Contractor shall (i) pay for and construct facilities necessary to furnish potable water for human consumption and non-potable water for use during construction; (ii) provide backflow-prevention devices properly sized for use on the metered, potable water connection; and (c) post ample signs throughout the Work area warning of the usage of non-potable water if non-potable water is being used.

B. Temporary Sanitary Facilities: Sanitary facilities for the Contractor and all Subcontractors shall be provided by the Contractor. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view wherever possible. At least one (1) toilet shall be provided for every 20 workers.

C. Solid and Liquid Waste Disposal: The Contractor shall provide a sufficient number of waste receptacles, dumpsters, and bins to contain all solid and liquid waste generated from construction operations. Existing waste receptacles owned by the District shall not be used by the Contractor. Waste receptacles shall be emptied weekly at a minimum and more frequently when full.

14.05.01. Payment

A. Full compensation for doing all Work necessary to provide temporary utilities shall be included in the lump sum price Bid for **MOBILIZATION AND DEMOBILIZATION, Bid Item No. 5**, if authorized by the District.

14.06. Staging Area

A. Staging areas that are not already paved or covered with compacted aggregate base and that are used for parking vehicles and trailers; or for workshops, maintenance areas, Equipment, piping, formwork, rebar; or for storing masonry on pallets and metal product storage shall be graded, as required, and surfaced with a minimum of three (3) inches of compacted, aggregate-base rock over a high-modulus, woven, soil-separation geotextile. Areas storing aggregate base or other rock products shall also be placed on this same geotextile. The objective is to maintain separation between native and construction Material. Areas storing soils and sand are not required to be surfaced with aggregate-base course.

B. Aggregate base shall be removed from all staging areas prior to Project Completion; surfaces shall be regraded to their original grades or to matching surrounding conditions as directed by the Engineer.

C. Any soils contaminated with petroleum products or other Hazardous Material by the Contractor shall be removed by the Contractor and disposed of in accordance with Federal, State, and Local laws.

D. The Contractor is responsible for weed control in staging and Material storage areas.

14.06.01. Payment

A. Full compensation for doing all Work necessary to provide staging areas as specified herein shall be included in the lump sum price Bid for **MOBILIZTION AND DEMOBILIZATION, Bid Item No. 5**, if authorized by the District.

14.07. District-Furnished Material and Equipment

A. The District will furnish plant materials for the project in accordance with the requirements of this section. District-furnished plant materials consist of native plants, including trees, shrubs, and herbaceous plants, supplied by the District's designated nursery provider.

B. Plant materials will be furnished in phases corresponding to the project schedule. The approximate quantities and phased distribution of District-furnished plant materials are shown in Table 14-07-1, "District-Furnished Materials and Equipment – Plant Materials." Delivery and nursery management associated with these plant materials will be provided by the District.

Table 14-07-1: District-Furnished Materials and Equipment – Plant Materials

Item	Description	
Material Type	Native plants (trees, shrubs, and herbaceous plants)	
Nursery Provider	The Watershed Nursery	
Nursery Address	601 A Canal Blvd, Richmond, CA 94804	
Delivery & Management	Included	

Planting Phase	Year	Number of Plants
Milestone 2	Nov-2026 to March 2027	1009
Milestone 5	Nov-2027 to March-2028	6899
Milestone 8	Nov-2028 to March-2029	7580
Total		15488

14.08. Salvaged Material and Equipment (No Special Requirements)

14.09. Tools and Spare Parts (No Special Requirements)

14.10. Operation and Maintenance Documents (No Special Requirements)

14.11. Maintenance of Record Documents

A. The Contractor shall maintain at the site the following record documents:

1. As-Built Drawings (full size).

2. Specifications and Addenda.

3. Favorably reviewed submittals, including shop Drawings, product data, samples, calculations, and other submittals.

4. PCOs, Change Orders, DCOs, field orders, and other Contract modifications.

5. Field and shop testing records.

6. Survey records.

7. Correspondence.

B. The Contractor shall provide files and racks for orderly storage of the documents; maintain the documents in clean, dry, legible condition, and make all documents and samples available during regular business hours for inspection and reproduction by the Engineer.

C. The Contractor shall keep the record documents current with construction in progress. Completed construction Work shall not be permanently concealed until required information has been recorded on the As-Built Drawings.

14.11.01. As-Built Drawings

A. The Contractor is required to keep on site and available for inspection at any time an accurately marked, legible, up-to-date set of Contract Drawings (as-built Drawings) for the Work installed. The Contractor shall record as the Work progresses changes to the original Contract Drawings, including, but not limited to, the following items:

1. Field changes or adjustments in the final location or in the final dimensions or details of the Work.

2. Changes resulting from RFIs, Change Orders, DCOs, and other Contract modifications.

3. Locations of underground and above-ground utilities and appurtenances referenced to permanent, accessible features of the Work.

4. Details not included in the original Contract Drawings but incorporated into the Work, referenced to approved shop Drawings, product data, samples, calculations, or other submittals.

5. Location of items embedded or concealed from view (e.g., conduits, cables, junction boxes, piping, etc.).

B. Changes shall be clearly described on the Drawings by note as required.

C. All entries shall be dated, calling attention to the entry by a “cloud” drawn around the area or areas affected.

D. The as-built Drawings shall be kept in a safe place and protected from damage by weather and manhandling. As-built Drawings shall be stored apart from documents used for performing the Work and shall be kept in a dry, legible condition and in good order. Do not use as-built Drawings for construction at the job site.

E. Changed Work or conditions of the Work covered up or concealed by the Contractor in advance of recordation on the as-built Drawings shall be uncovered to allow accurate recordation of the change then re-covered all at the Contractor's expense.

F. Changes shall be marked directly on the Contract Drawings in accordance with the District's Guidelines for As-Built Markups. If there is insufficient space on a Drawing to mark up the change, the Contractor shall draw additional sketches to completely show the change and shall attach the sketches to the Drawing.

G. The Engineer has the right to review the Contractor's as-built Drawings at any time to ascertain that they are being kept up to date and that they show sufficient detail. Should the Contractor's as-built Drawings not be up to date or should they lack necessary detail per the as-built guidelines, the Engineer may withhold five (5) percent from each monthly progress payment until the Drawings are deemed acceptable by the Engineer. Such review by the Engineer shall not relieve the Contractor of its responsibility for keeping the as-built Drawings current and complete.

H. The construction as-built Drawings shall be stamped "As-Built" and shall be, at completion of construction, signed and dated by the Contractor and submitted as required in Article 11.03 Submission of Closeout Items.

14.12. Emergency Work

A. The Contractor shall have personnel available on call for emergency Work connected with those improvements, tie-ins, and modifications being completed as part of this Work. Contractor on-call personnel shall be able to be on site within two (2) hours of verbal notice, 24 hours a day, seven (7) Days a week. Telephone numbers for these individuals shall be provided to the Engineer and shall be kept current.

14.13. Dispute Review Board (No Special Requirements)

14.14. Escrow Bid Documents (No Special Requirements)

14.15. Partnering (No Special Requirements)

14.16. Insurance

A. Failure to file acceptable insurance documents within 10 Days after receiving the Notice of Award letter shall be just cause for the District's annulment of award and forfeiture of the Bidder's security in accordance with the Instructions to Bidders, Article 23, Execution of Contract. Failure to comply with the instructions

below could also result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the Checklist of Documents needed, included at the end of SECTION 14. SPECIAL REQUIREMENTS.

B. Without limiting the Contractor's indemnification of, or liability to, the District, the Contractor must provide and maintain at its own expense during the term of this Contract or as may be further required herein the insurance coverages and provisions in this article.

C. The Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by the Contractor's insurance agent(s) and/or broker(s) who have been instructed by the Contractor to procure the insurance coverage required herein.

D. In addition to certificates, the Contractor must furnish the District with copies of original endorsements affecting coverage required herein. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by the District before the Contract is executed.** In the event of a Claim or dispute, the District has the right to require the Contractor's insurer to provide complete, certified copies of all required, and pertinent insurance policies, including endorsements affecting the coverages required herein.

E. If your insurance broker has any questions about the above requirements, please advise the insurance broker to email the District's Risk Manager at RiskManager@valleywater.org.

14.16.01. Certificates of Insurance

A. Contractor shall furnish the District with a Certificate of Insurance. The certificates shall be issued on a standard ACORD Form. Contractor shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to scvwdplanroom@valleywater.org.

B. The certificates must:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;

2. Include copies of all the actual policy endorsements required herein; and

3. In the "Certificate Holder" box include:

   Santa Clara Valley Water District
   5750 Almaden Expressway
   San Jose, CA 95118
   Contract No. S15442

4. The Contract number must be included.

C. In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;

2. District agreement or project number shall appear;

3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and

D. If Contractor receives any notice that any of the insurance policies required by this Contract may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy as required herein is canceled or coverage is reduced.

14.16.02. Maintenance of Insurance

A. If Contractor fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

14.16.03. Renewal of Insurance

A. Contractor will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

B. Contractor shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: scvwdplanroom@valleywater.org

2. Provide the following information in the "Certificate Holder" box:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. S15442

3. The Contract number must be included.

14.16.04. Required Coverages

A. **Commercial General/Business Liability Insurance**

1. Shall be written on an occurrence basis, with coverage as indicated:

a. **$5,000,000** per occurrence / **$5,000,000** aggregate limits/ **$5,000,000** products-completed operations, for bodily injury and property damage

2. General Liability insurance must include without limitation:

   a. Be written on standard ISO forms or inspected and approved by the Risk Manager.

   b. Include coverage at least as broad as found in standard ISO form CG 00 01.

   c. Contractual Liability expressly including liability assumed under this contract.

   d. Severability of Interest provision.

   e. Broad Form Property Damage liability

   f. Include Premises and Operations

   g. Owners and Contractors Protective Liability

   h. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.

   i. Contain no restrictive exclusions including but not limited to:

      (1) CG 21 53 Exclusion for Ongoing Operations, CG 20 37 Completed Operations, CG 21 44 Limitation of coverage to Designated Premises or Project, and CG 22 94 Exclusion for Damage to Work Performed by Subcontractors on your behalf, Explosion, Collapse, or Underground Hazards (X, C, U) exclusion, Cross Claims or Cross-Suits exclusion, or Subsidence of Soil or Earth Movement exclusion.

   j. An endorsement covering property in the care, custody, or control of the Contractor.

3. This insurance must be maintained for at least ten (10) years after Final Completion of the Project by the Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.

B. **Business Auto Liability Insurance**

1. **$4,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles

2. **Excess or Umbrella policies** may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

C. **Professional/Errors and Omissions Liability**

1. Coverage shall include without limitation:

   a. **$5,000,000** per claim/ **$5,000,000** aggregate

2. This insurance requirement applies when the Contractor is providing project management, design-build, engineer, architect or other types of professional services to the Valley Water.

3. Professional/Errors and Omission Liability appropriate to the Contractor's profession, and the policy shall include:

   a. Coverage for the entirety of Contractor's and its Subcontractors', Sub-Subcontractors', and Design Contractors' professional services performed for the Project (i.e., coverage shall include, but not be limited to, direct services provided by Contractor and those services provided on by any of its Subcontractors, Sub-Subcontractors, or Design Contractors of any tier).

   b. If coverage contains a self-insured retention SIR), it shall not be greater than one hundred thousand dollars ($100,000). per occurrence/event.

   c. The policy shall provide, or be endorsed to provide, rectification coverage (coverage for Defects).

   d. The policy shall not include exclusions arising out of: (1) contractual liability or liability assumed under contract and shall expressly insure, to the fullest extent permitted by applicable law, the indemnity obligations set forth in this Exhibit; (2) any guarantees or warranties by Contractor; (3) faulty workmanship that is the result of a negligent act, error, or omission in the performance of professional services

   e. This insurance shall, at a minimum, have a retroactive date which is the same as or predates Owner's Notice to Proceed.

   f. This insurance must be maintained for at least ten (10) years after Final Completion of the Project by the Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer

D. **Workers' Compensation and Employer's Liability Insurance**

1. Statutory California Workers' Compensation coverage covering all work to be performed for the District.

2. Employer Liability coverage for not less than $1,000,000 each accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease.

E. **Cyber Liability**

1. **$1,000,000** per claim/ **$2,000,000** aggregate.

   a. Liability arising from the unauthorized access to, disclosure, acquisition, loss, dissemination and/or use of Confidential Information. For purposes of this section, “Confidential Information” shall include but not limited to, personally identifiable information (PII), protected health information (PHI), financial accountant information, security codes, access codes, passwords, security codes or personal identification numbers (PINS), and any other information protected by the Agreement or applicable privacy laws.

   b. Costs arising from mandatory or contractual notifications related to unauthorized access, disclosure, acquisition, loss, or use of confidential information and related mitigation costs, including but not limited to, credit monitoring, identity theft protection services, call center support, forensic investigation, legal fees, and regulatory fines or penalties imposed under the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), or other applicable privacy and data protection laws;

   c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks and ransomware coverage.

   d. Liability arising from the introduction of a computer virus into or otherwise causing damage to vendor (first party) or customer’s (third party) computer, computer system, network, or similarly related property and the data, software and programs thereon.

   e. Certificate of Insurance shall clearly state that the coverage is claims-made.

   f. Policy retroactive date must coincide with or precede the Contractor’s start of work (including subsequent policies purchased as renewals or replacements).

   g. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

   h. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

F. **Builders’ Risk (Course of Construction) Insurance**

1. Builder’s Risk insurance will not be required for this project.

G. **Surety Bonds**

1. The Contractor shall provide the following surety bonds:

   a. **Bid bond.** A written guarantee from a bank or insurer submitted by the Contractor to the District ensuring that, upon acceptance of the bid by the Valley Water, the contractor will proceed with the contract. All Proposals shall be accompanied by a cashier's check or certified check, payable to Valley Water or order, or a Bid Bond so payable executed by a corporation authorized to transact business as a surety in the State of California in an amount not less than 10% of the total amount of the Proposal submitted.

   b. **Performance bond.** A written guarantee from a bank or insurer submitted by the Contractor ensuring payment of the contract in case Contractor fails in the full performance of the contract, in an amount not less than 100% of the Contract price, to secure faithful performance of the Contract and the guarantees against defective workmanship, materials, or both during the warranty period following final acceptance of the work by Valley Water.

   c. **Payment bond.** A Deposit or guarantee backed by a third party that all sums owed by the Contractor to its employees, suppliers, subcontractors and other creditors will be paid on time and in full, in an amount not less than 100% of the Contract price, to secure payment of all persons supplying labor or materials for the construction of the work. Contract bonds shall be on the forms bound herewith and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to Valley Water.

H. **Pollution Legal Liability**

1. Contractor’s Pollution Legal Liability in the amount of $**4,000,000** per occurrence and $**4,000,000** general aggregate limits, including pollution that occurs during transport.

2. CONTRACTOR shall provide pollution liability coverage that includes, but is not limited to, the coverage limits and coverage provisions outlined below.

3. Coverage must be included for bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs, arising out of the or resulting from:

   a. any Services performed under this Agreement, including

4. any storage or transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants.

5. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: $4,000,000 per occurrence or claim, and $4,000,000 aggregate.

6. Coverage may be written on a claims-made form. If coverage is on a claims-made basis, the coverage must be maintained for at least ten (10) years after all Services performed under this Agreement are complete, and additional claims-made coverage requirements apply as described in the General Requirements below.

7. To the fullest extent permitted by law, Valley Water and its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds by way of an endorsement to the policy. The policy(ies) shall also contain or be endorsed to contain a provision that coverage shall apply on a primary and noncontributory basis to Valley Water *before* Valley Water's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

I. General Requirements

1. With respect to all coverages noted above, the following additional requirements apply:

   a. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) Pollution Liability, and Business Automobile liability coverage naming **Valley Water, its Directors, officers, employees, and agents, individually and collectively,** as additional insureds, and must provide coverage for acts, omissions, and negligence arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable, and the Contractor will be notified of such requirement(s) by Valley Water. This section does not apply to the Workers' Compensation, Cyber Liability, and Professional Liability policies.

      (1) (**NOTE:** Additional insurance on the Certificate of Insurance is NOT acceptable without separate endorsement such as Form CG 20 10, CG 20 33, CG 20 37, CG 20 38, and applicable endorsements for Waivers of Subrogation (CG 24 04) and Primary & Non-contributory (CG 20 01). Editions dated 07/04 are not acceptable.)

b. **Primacy Clause:** Except for Workers' Compensation and Professional Liability, Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance policy) that contractor's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation or Professional Liability policies.

c. **Cancellation Clause:** Contractor or its insurer shall provide at least thirty (30) days prior written notice to Valley Water of cancellation of any insurance required under this Agreement.

d. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

e. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to Valley Water of its financial ability to satisfy the SIR. Contractor agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

f. **Subcontractors:** The Contractor shall secure, maintain or shall be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.

g. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of Valley Water must not be deemed to release or limit any liability of Contractor. Damages recoverable by Valley Water for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.

h. **Coverage to be Occurrence Based:** Except for Professional Liability and Pollution Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

i. **Waiver of Subrogation:** Contractor agrees to waive subrogation against Valley Water to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation, and Pollution Liability policy described in Required Coverages above. Contractor agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance policy) that subrogation has been waived by its insurer.

j. **Severability of Interest.** Except for Workers' Compensation and Professional Liability, a severability of interest must apply to all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

k. **Non-compliance**: Valley Water reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

14.16.05. Payment

A. Full compensation for doing all Work necessary to provide insurance as specified herein shall be included in the lump sum bid price for **MOBILIZATION AND DEMOBILIZATION, Bid Item No. 5.**

CHECKLIST OF DOCUMENTS NEEDED

The following checklist is a summary of generally required insurance documents that may be used as guidance.

General Liability:	A.	Limits **($5,000,000/$5,000,000)**	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits **($4,000,000)**	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Professional Liability:	A.	Limits **($5,000,000/$5,000,000)**	
	B.	Cancellation Endorsement	

Workers Comp:	A.	Limits (Statutory) Employers' Liability **($1,000,000)**	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C	Cancellation Endorsement	

Cyber Liability:	A.	Limits **($1,000,000/$2,000,000)**	
	B.	Cancellation Endorsement	

Builders Risk:	A.	Not Required	
	B.	Not Required	
	C.	Not Required	
	D.	Not Required	
	E.	Not Required	

Surety:	A.	Bid Bond **($ Per Agreement)**	
	B.	Performance **Bond ($ Per Agreement)**	
	C.	Payment Bond ($ Per Agreement)	

Pollution:	A.	Limits **($4,000,000/$4,000,000)**	
	B.	Cancellation Endorsement	

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SECTION 15. GENERAL COORDINATION

15.01. Coordination and Special Meetings

A. The Engineer shall conduct other coordination and special meetings in addition to progress meetings when appropriate. The purpose of these meetings is to discuss and coordinate shutdowns, outages, utility tie-ins, and any other special issues as deemed necessary.

B. Date, time, and location for coordination and special meetings shall be as mutually agreed to by the Engineer and by the Contractor. The Contractor shall ensure attendance of appropriate Contractor staff, Subcontractors, and suppliers.

15.01.01. Preconstruction Meeting

A. The purpose of the preconstruction meeting is to review the Project, designate responsible personnel, and inform the Contractor of the District's Contract administrative procedures, correspondence communication protocol, and other special requirements of the Contract. The Contractor shall come prepared to discuss its staffing, how it will successfully perform the Work, and discuss its plan for temporary utilities, safe Work environment, environmental compliance, emergency response, and any tie-ins, outages, or shutdowns. The Contractor shall also be prepared to review and discuss the Contractor's markup breakdown, Change Order pricing structure, the Standards to be used on the Project, and what the Contractor shall provide as backup for Change Orders or for extra Work pricing.

B. The Engineer will arrange the preconstruction meeting and will notify the Contractor regarding the meeting time, date, and place. The meeting shall be attended by the Contractor and its Superintendent and all representatives of Subcontractors or suppliers whom the Contractor may desire to invite or whom the District may request with the intent being a full understanding of the issues discussed by all parties. The Engineer shall prepare the agenda, preside at the meeting, and record meeting minutes.

15.01.02. Progress Meetings

A. The Engineer shall conduct progress meetings on a regular weekday and at a time mutually agreed to by the Contractor and by the Engineer. The purpose of the progress meetings is to review construction progress; submittal status; Potential Change Order, Change Order, and DCM status; construction safety issues and concerns; conflicts; environmental compliance; public/neighborhood issues; progress payments; and any other subject as deemed appropriate.

B. The Contractor shall allow for one (1) meeting a week.

C. Subject to the Engineer's approval, the frequency of the progress meetings may be reduced at the beginning and at the end of the construction period.

D. The Contractor's superintendent, suppliers, and Subcontractors shall attend the meetings as required. Third parties, such as agency representatives and utilities, may be invited by the Engineer to attend as deemed appropriate.

E. Typical agenda. Typical agenda items can include:

1. Review and approval of previous meeting minutes.

2. Review of progress since the previous meeting.

3. Contractor's Progress Schedules, including Look-Ahead Schedules.

4. Review of off-site fabrication and delivery schedules.

5. Problems that may affect the Contractor's schedule performance.

F. Corrective measures to recover from forecasted Delays whether Excusable or Inexcusable. Precipitation forecasts shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of substantial precipitation defined as 0.5 inch or more within a 24-hour period. Construction activities that are halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation. Weather forecasts shall be documented upon request by California Department of Fish and While Life (CDFW).

1. Updates and/or revisions to the Contractor's Detailed Progress Schedules.

2. Interface with operations.

3. Safety and security.

4. Review of submittals schedule.

5. Status of RFIs.

6. Field observations, problems, and conflicts.

7. Status of QC inspections and corrections.

8. Environmental issues.

9. Housekeeping.

10. Status of submittal review.

11. Status of PCOs.

12. Status of COs.

13. Other business.

14. A review of the monthly billing once per month.

15.02. Integration and Coordination with District Operations

15.02.01. Overview of Existing Systems and Facilities

A. The following is a cursory overview of typical processes, functions, and work within the Project area. Not all items listed are shown on the Drawings.

1. Berryessa Creek, Scott Creek, Arroyo de Los Coches Creek, Calera Creek, and Thompson Creek provides stormwater conveyance 24 hours per day, every day of the year.

2. Maintenance

a. As necessary, District staff performs channel maintenance activities including, but not limited to, removing debris, clearing vegetation, maintaining flap gates, inspecting floodwalls, etc.

b. As necessary, District staff perform maintenance on the outboard side of the floodwall including, but not limited to, inspecting floodwalls, maintaining chain-link fence, maintaining storm drain inlets, etc.

15.03. Coordination of Work Activities

15.03.01. Work by Others

A. The Contractor shall coordinate its Work with the planned or ongoing Work of the District or of other District Contractors within or adjacent to the limits of the Contract Work in accordance with Article 4.15. Cooperation with Others. No additional payment shall be made or Claims considered for Delay caused due to the Contractor's failure to coordinate the Work.

B. The Contractor shall complete the following activities as requested by the Engineer to assist in the coordination of Contract Work with Work by others: attend planning meetings; review and comment on Project documents relative to coordination aspects; schedule Work to promote efficient installation of all improvements; move Equipment, Material, or vehicles to allow Work by others to proceed; and other reasonable activities.

15.04. Construction Survey

A. The Contractor's attention is directed to Standard Provision Article 3.05. Layout of Work and Surveys.

B. This Article establishes the minimum requirements for construction surveying. The Contractor shall hire a qualified independent surveying firm to conduct the construction surveys. All field/construction surveys shall be performed under the

direction of a Licensed Land Surveyor, or Civil Engineer authorized to practice land surveying in California, per Article 5, Section 8773 of the California Business and Professions Code. The Contractor shall submit for review and approval the resume of qualifications of the independent surveying firm and the supervising Licensed Land Surveyor, or Civil Engineer.

C. The Contractor shall notify the District in writing a minimum of 5 working days before starting operations that require construction staking related work. The District will establish survey control points and reference points as shown in the Drawings for required field layout.

D. The Contractor shall be solely responsible for the measurements and layout of the Project from the given line and grade stakes, slope stakes, and offset stakes. Any questions regarding interpretation of project layout shall be resolved by the Engineer.

E. The Contractor's independent surveying firm will provide all construction staking services including, but not limited to:

1. Establish and maintain all Project construction survey field control points, baselines and reference points as required for construction layout survey. Survey control points shall not be set or checked using GPS equipment.

2. Contractor's Engineer shall verify locations of survey control points prior to starting any work on the Project site. Any discrepancies (horizontal and vertical) between the Contractor's surveyor's measurements and the Drawings shall be brought to the Engineer's attention immediately. The Engineer shall be allowed a minimum of 5 working days to determine a solution to mitigate or resolve the discrepancy.

3. Set reference points (RP's) with elevations to key alignment stations: Begin Project, Beginning of Curves (BC's), end of Curves (EC's), Point of Intersections (PI's), Equation Stations (Eq. Sta.), Grade Breaks, beginning and end points of vertical curves (VPC & VPT), and End Project.

4. Set intermediate stakes at fifty (50) foot intervals along tangents and twenty-five (25)-foot intervals along curves.

5. Set slope stakes to determine location of intersection of design grade and original ground at fifty (50) foot intervals along tangents and twenty-five (25)-foot intervals along curves.

6. Slope stakes for slopes at 2:1 or steeper shall be provided. Slopes shall not be constructed relying solely on construction equipment mounted GPS.

7. Line and grade stake for facilities such as utilities, structures, ramps, walls, maintenance roads and transitions. Structures shall not be staked using GPS equipment.

F. Right of way stakes for reference location shall be set at maximum fifty (50)-foot intervals for the length of the project. At locations where there are abrupt changes to the right of way lines, at abrupt angle changes to the right of way lines or at locations where the right of way no longer follows a straight or curve alignment, the Contractor's surveyor shall also be required to install stakes at less than fifty (50) foot interval locations at the direction and satisfaction of the Engineer, at the Contractor's expense.

G. At the Engineer's request, survey stakes, reference points, and benchmarks destroyed or removed by the Contractor shall be replaced by the Contractor at his/her expense.

H. The Contractor shall assure that the Contractor's surveyor surveys all points of connection to existing structures or underground utilities prior of beginning the installation of new structures or facilities to confirm the actual locations and grades. Significant deviations shall be reported in writing to the Engineer prior to proceeding with the installation of new facilities. The Engineer shall be allowed a minimum of 5 working days to determine a solution to mitigate or resolve any uncovered discrepancy.

15.05. Public Notification

A. The Engineer is responsible for all written and oral communication with the public and with neighbors. The Contractor shall provide the Engineer with its planned start and finish dates for major construction operations three (3) weeks in advance of their occurrence to allow the District time to notify neighbors. The Contractor shall include in the submittals major Milestones, descriptions of the Work activities, and the start and end date(s) of each activity.

B. The Progress Schedule Submittals shall include, but shall not be limited to, the following activities:

1. Milestone 1: June 2026 to October 2026 – Mobilization, demolition, clearing and grubbing, access to the planting sites, soil preparation for seeding and planting, completion of the SWPPP, installation of the stormwater BMPs, and completing the irrigation system design for all planting sites except Thompson Creek and Scott Creek.

2. Milestone 2: November 2026 to March 2027 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for all sites except Thompson Creek and Scott Creek.

3. Milestone 3: April 2027 to March 2032 – Plant establishment and maintenance for all the sites except Thompson Creek and Scott Creek set forth in Section 28 of the Technical Specifications.

4. Milestone 4: April 2027 to October 2027 – Mobilization, demolition, clearing and grubbing, access to the site, soil preparation for seeding and planting, installation of stormwater BMPs, and completing the irrigation system design for Thompson Creek from approximately Station 10+25 to 26+25.

5. Milestone 5: November 2027 to March 2028 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for Thompson Creek (Station 10+25 to 26+25).

6. Milestone 6: April 2028 to March 2033 - Plant establishment and maintenance monitoring for Thompson Creek (Station 10+25 to 26+25) set forth in Section 28 of the Technical Specifications.

7. Milestone 7: April 2028 to October 2028 – Mobilization, demolition, clearing and grubbing, access to the site, soil preparation for seeding and planting, installation of stormwater BMPs, and completing the irrigation system design for Thompson Creek from approximately Station 26+25 to 42+25.

8. Milestone 8: November 2028 to March 2029 – Seeding, planting, irrigation installation, and permanent stormwater BMP installation for Thompson Creek (Station 26+25 to 42+25).

9. Milestone 9: April 2029 to March 2034 - Plant establishment and maintenance for Thompson Creek (Station 26+25 to 42+45) set forth in Section 28 of the Technical Specifications.

C. The Engineer shall provide the above information two (2) weeks in advance as well as 24-hour notices to all property owners and tenants adjacent to the Project site and to others potentially impacted by the construction activities. If, for any reason, any construction activity is anticipated to be delayed for more than one (1) week than that shown in the above submittals, the Contractor shall notify the Engineer immediately; submit the revised planned start and finish dates; and explain the causes for the Delay. The Delay notice shall be given to the Engineer no later than one (1) week prior to performing the activity.

D. All payments for coordinating the Work and for providing submittals as specified shall be considered incidental and shall be included in the other items of Work; no additional payment shall be made.

SECTION 16. WORK CONSTRAINTS AND SITE RESTRICTIONS

16.01. General Work Constraints

A. Contractor shall be fully and completely responsible for the Project site in accordance with these Specifications, including keeping the site clean and maintaining site security.

16.02. Utilities

A. The Contractor's attention is directed to Standard Provisions Article 4.10. Preservation of Property and Article 4.25. Utilities.

B. Various existing utilities, both above and below ground, may be encountered during construction. The Contractor shall perform all Work in such a manner so as to avoid damage to existing utilities. The Contractor is responsible for any damage due to failure to exercise due care.

C. The Contractor shall notify underground service alert (U.S.A.) a minimum of five (5) working Days prior to the start of excavation or demolition in accordance with California Government Code requirements. The Contractor is responsible for coordinating the U.S.A. notification according to the Contractor's schedule; any delay due to utility markings through the U.S.A. process is the responsibility of the Contractor. All U.S.A. markings from the project shall be completely removed at the end of construction.

D. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or an order from the Engineer. All valves, switches, vaults, and meters shall be maintained and readily accessible for emergency shutoff.

16.02.01. Utility Coordination

A. The Contractor is responsible for coordination of Work near utilities and for the protection of the utility during construction.

B. The telephone numbers of owners of known utilities that may be encountered are:

City of San Jose	(408) 535-3570
PG&E Gas	(877) 660-6789
PG&E Electric	(800) 743-5000
San Jose Water	(408) 279-7900
City of Milpitas	(408) 586-2600

C. It is the Contractor's responsibility to confirm and/or update all contact information.

D. The District and the owners of utilities or their authorized agents reserve the right to enter upon the right of way at all times for the purpose of operations and maintenance of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with the District and with the affected utilities engaged in such Work to avoid any unnecessary Delay or hindrance to such Work.

16.02.02. Protection of Existing Utilities

A. In no case shall any service (e.g., gas, water, electricity, telephone, etc.) be interrupted. If it is impractical to support the utility across trench excavations, the Contractor may remove the services, provided a temporary bypass has been installed and is operational prior to the removal, and is approved by the utility owner and the Engineer.

16.02.03. Utility Installation/Relocation by Others (No Special Requirements)

16.03. Protection of Existing Improvements

A. The Contractor's attention is directed to Standard Provisions Article 4.10. Preservation of Property.

16.03.01. Survey Monuments

A. No survey monuments, permanent markers for the District right of way, or District survey control points shall be removed or disturbed until the Engineer has recorded the locations thereof and a permit for such removal has been received from the agency having jurisdiction. When the construction Work has been completed, the Contractor shall replace the monuments accurately in the locations as referenced by the Engineer.

B. If any marker or monument is destroyed by the Contractor without prior written approval of the Engineer, the Contractor shall be responsible for the accurate replacement of the marker or monument (i) by a land surveyor licensed by the State of California; (ii) in accordance with the California Business and Professions Code Chapter 15 Land Surveyors, Section 8771; and (iii) at no expense to the District.

16.04. Preconstruction and Post Construction Surveys

16.04.01. Preconstruction Survey Within the Project Limits

A. After the Contract has been awarded and before commencement of the Work, the Contractor shall conduct a thorough examination of the Work areas within the Project limits only after notification and coordination with the Engineer.

B. The Contractor shall inspect the condition of all areas that may have potential impacts, including, but not limited to, existing improvements, levees, ramps, buildings, landscape planting, architectural finishes, the size of structural cracking or settlement, the rate of leakage, and any other conditions deemed appropriate. The presence of the Engineer shall in no way relieve the Contractor of responsibility for completely and accurately documenting all existing conditions.

C. Records of all observations shall be prepared by the Contractor; every copy of all documents shall be signed by the authorized representative of the Contractor and provided to the Engineer. Photographs and videos with dates shall be made

by the Contractor and included in the record of observations. One (1) signed copy of every document, photograph, and video will be kept on file in the office of the Engineer.

D. The above records, photographs, and videos are intended for use as evidence in ascertaining the extent of any damage that may occur as a result of the Contractor's operations during the prosecution of the Work.

E. After the Contractor has completed the Work, the Contractor shall conduct a thorough examination of the Work areas within the Project limits only after notification and coordination with the Engineer. Records of all observations shall be prepared by the Contractor; every copy of all documents shall be signed by the authorized representative of the Contractor and provided to the Engineer. Photographs and videos with dates shall be made by the Contractor and included in the record of observations. One (1) signed copy of every document, photograph, and video will be kept on file in the office of the Engineer.

16.04.02. Surveys of Properties in the Vicinity of Work

A. The Contractor is advised that there are public and residential or commercial properties in the immediate vicinity of the Work. The Contractor is responsible to protect those properties from damage. Any damage to the adjacent properties shall be addressed in accordance with Standard Provisions Article 4.10. Preservation of Property.

B. The Contractor shall perform preconstruction and post construction surveys on adjacent public properties to establish and document the existing condition of the public properties adjacent to the construction Project before and after construction.

16.04.03. Payment

A. Full compensation for doing all Work necessary to provide Preconstruction and Post construction Surveys as provided herein shall be included in the Contract Price(s) for various items of Work involved; no additional payment shall be made.

16.05. Rights of Way

A. Work will take place adjacent to public streets and within District right-of-way. In the performance of the work, the Contractor shall comply with the ordinances, regulations, and all other requirements of the authorities governing work in public streets and rights of way.

16.05.01. District-Furnished Right of Way

A. The District has provided all rights of way as shown on the Drawings. The Contractor has full use of this right of way except for the limitations specified in these Specifications and as noted on the Drawings.

16.05.02. Contractor-Furnished Right of Way

A. Any additional rights of way desired by the Contractor for its convenience shall be acquired by the Contractor at no expense or obligation to the District. The Contractor shall provide the Engineer with copies of any agreements between the Contractor and property owners regarding disposal of excess Materials generated by the Contractor's activities, storage of Materials, or any use of property in conjunction with this Project. The agreement shall state that the agreement is solely between the Contractor and the property owner and that the District is not a party to the agreement and not responsible for compliance with any conditions stated in the agreement.

16.05.03. Temporary Construction Easements (No Special Requirements)

16.06. Access to Properties Owned by Others

A. The Contractor shall conduct the construction operations in a manner that cause as little inconvenience as possible to adjacent property owners.

B. Convenient access to driveways, houses, buildings, and businesses along the Work shall be maintained in operational condition; temporary approaches to crossings or to intersecting streets shall be provided and kept in good condition.

C. When construction operation is directly within the driveway area, temporary access shall be provided. The existing access shall not be closed until temporary replacement access is usable. Once construction is completed, access shall be restored to a condition equal to or better than the existing condition prior to the Contractor's operation.

D. The Contractor shall comply with California Vehicle Code Sections 22500 Prohibited Stopping Standing or Parking and 22500.1 Additional Prohibited Stopping Standing or Parking Fire Lane regarding stopping, parking, or leaving any vehicle in front of a public or private driveway.

16.07. Access to the Job Site

A. The Project location is shown on a map included in the Drawings. The Contractor may use the existing roads to access and perform the Work subject to the restrictions specified herein.

B. It is the Contractor's responsibility to obtain any and all permits that may be required from all applicable regulatory agencies to move Materials and Equipment to the job site, dispose of excess Material created by the Contractor's operation, and for traffic control to, from, and on the Project sites.

16.08. Access Roads Within the Job Site

A. The Contractor shall maintain access roads to all staging, office trailer, storage areas, and to other areas to which frequent access is required. The Contractor shall maintain access to all other existing facilities on the site, including access for delivery of Materials and for maintenance and operation.

B. The Contractor is responsible for damages to buried utilities resulting from loads imposed on temporary roads constructed by the Contractor or other access routes used by the Contractor.

C. The Contractor shall maintain on-site access roads free of mud. Under no circumstance shall vehicles leaving the site track mud or dirt off the site onto public rights of way.

16.09. District Use of Facilities/Premises Within the Work Area

A. The District reserves the right to access and use the following premises during performance of the Work to conduct operations and maintenance of District facilities.

B. The Contractor shall coordinate all construction operations with the District to avoid conflict and to facilitate the District's use of the premises.

C. Unless otherwise altered by the Work, the Contractor shall restore the premises to preexisting condition and shall immediately repair any damages to the premises caused by the Contractor's operations.

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SECTION 17. SAFETY AND SECURITY

17.01. Safety

A. Reference is made to Article 8.09 - Injury and Illness Prevention Program of the Standard Provisions

B. Reference is made to Article 8.11., Site Safety and Health Supervisor, of the Standard Provisions.

C. Reference is made to Article 8.12., Site-Specific Safety and Health Plan, of the Standard Provisions.

17.02. Safety and Health Program

A. Reference is made to Article 8.10. Safety and Health Program for Hazardous Waste Operations, of the Standard Provisions.

17.03. Security Requirements at Job Site

A. Refer to Standard Provisions Article 8.15. Security Requirements at the Job Site.

17.03.01. General

17.03.02. Identification and Badging

A. Identification and Badging is not required for this Project.

17.03.03. Background Checks

A. Background Checks is not required for this Project.

17.03.04. Site Access Control

A. No special requirements. Standard Provisions Section 8, Article 8.19. Site Access Control is not required for this Project.

17.03.05. Mail and Postal Deliveries to the Project Site

A. Mail and postal delivery restrictions are not applicable to this Project.

17.03.06. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, background checks, for maintaining site safety and security and for doing all work involving installation, maintenance, and removal of temporary chain link fence with green privacy screen, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer, shall be included in the lump sum price bid for **MOBILIZATION AND DEMOBILIZATION, Bid Item No. 5**, if authorized by the District.

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SECTION 18. PERMITS AND REGULATIONS

18.01. Permits and Agreements

18.01.01. District-Obtained Permits

The District has obtained permits for Work on this Project from the following agencies having jurisdiction:

1. 401 Water Quality Certification/Waste Discharge Requirements from the Regional Water Quality Control Board

2. 1602 Streambed Alteration Agreement from the California Department of Fish and Game is not Required. Contractor to have on site a copy of the CDFW "No Agreement Needed" Letter and Valley Water's Notification and Attachments in Appendix B

B. Copies of the permits are attached to these Special Provisions as Appendix B and made a part hereto.

C. The Contractor shall refer to other Articles in the Specifications for requirements to comply with the above permits.

D. The Contractor shall comply with other conditions of the above permits as listed below:

18.01.02. Contractor-Obtained Permits and Regulatory Deliverables

A. It will be the Contractor's responsibility to obtain any and all permits that may be required from the City, County, or State for construction, moving Materials and equipment to and from the jobsite, and for traffic control to and from the jobsite. In addition to the permits listed in the Standard Provisions, the Contractor shall obtain all permits listed below:

1. City of San Jose Haul Permit

2. City of Milpitas Haul Permit

3. City of San Jose Encroachment Permit for traffic control in areas where District does not have title property or easement.

4. City of Milpitas Encroachment Permit for traffic control areas where District does not have title property or easement.

B. Contractor shall be responsible for obtaining and paying all fees and incidentals required for permits from the City of San Jose and City of Milpitas for haul routes and traffic control, including lane and street closures as required for the project and in accordance with Article 17.06 of these Specifications.

C. At the time of preparation of these contract documents, the project lies within the light brown apple moth quarantine area of Santa Clara County. The

transportation of all green waste is regulated. Therefore, any Contractor removing trees will need to have a compliance agreement with the California Department of Food and Agriculture (CDFA) to move the Material off site, even if the Material has been chipped.

D. The Contractor shall submit two (2) final signed copies of all Contractor obtained permits to the Engineer prior to beginning Work.

E. The Contractor shall determine if the project falls within any additional insect quarantine zone. If the project falls within an insect quarantine zone, the Contractor shall obtain the required permit(s) or agreement(s) from the County of Santa Clara Division of Agriculture or the California Department of Food and Agriculture (CDFA), as required.

F. Contractor is directed to the City of San Jose's website and the City of Milpitas' website for the latest permit applications and guidelines. Copies of the application and guidelines are located at the links provided below and are for the Contractor's reference only.

1. https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/permit-applications-and-resources

2. https://www.milpitas.gov/195/Building-Permits-Resources

G. The Contractor shall be responsible for complying with all applicable permit conditions and requirements.

18.01.03. Operation Regulations (No Special Requirements)

18.02. Hours of Work

A. Unless noted otherwise, no Work, including material hauling to/from the site and equipment movement, shall be performed during the days and hours restricted by and set forth in this Article.

B. No work shall take place between 7:00 p.m. and 7:00 a.m. on weekdays. The Contractor's attention is directed to Article 18.08 and Article 18.09 for Traffic and Parking Requirements for additional restrictions.

C. Unless noted otherwise on the Drawings or in these Specifications or as approved in writing by the Engineer, no work shall be performed on Saturdays or Sundays or on any holiday listed herein.

D. New Year's Day, Martin Luther King's birthday, Presidents' Day, Lunar New Year, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. If any of the above holidays should fall on a Sunday, the following Monday shall also be considered a holiday. If a holiday should fall on a Saturday, the previous Friday shall also be considered a holiday.

E. For additional restrictions to hours of work refer to Article 16.01. General Work Constraints.

F. The operation of trucks and heavy equipment outside of the project limits will conform to the local haul route and encroachment permit conditions for hours of work.

18.03. Noise Pollution Monitoring – Bid Item No. 2

18.03.01. Noise

A. All construction activities and construction related operations, including delivery of construction materials, supplies, or improvements on or to a construction site, shall be restricted to the hours between 7 a.m. and 7 p.m. on weekdays. No construction work shall be performed on City of San Jose and City of Milpitas holidays

B. In no case shall the noise levels produced by the Contractor exceed any of the following maximum levels at the Project rights-of-way line:

Single- and Two-Family Dwelling Residential Areas	
Weekdays: 7 a.m. to 7 p.m.	75 dBA
Weekdays: 7 p.m. to 7 a.m.	50 dBA
Saturdays, Sundays, and Holidays	50 dBA

Multifamily Dwelling Residential Area	
Weekdays: 7 a.m. to 7 p.m.	80 dBA
Weekdays: 7 p.m. to 7 a.m.	55 dBA
Saturdays, Sundays, and Holidays	55 dBA

Commercial and Industrial Areas	
Weekdays: 7 a.m. to 7 p.m.	85 dBA
Weekdays: 7 p.m. to 7 a.m.	60 dBA
Saturdays, Sundays, and Holidays	60 dBA

C. Steady, audible tone of Equipment or machinery that must be left on continuously shall not exceed the above standards minus 5 dBA.

18.03.02. Noise Monitoring

A. Contractor's attention is directed to Standard Provisions Article 10.07 - Noise Pollution and Vibration.

B. Noise Monitoring: Monitoring will be performed by the Contractor using a type 1 sound-level meter, as specified by the latest ANSI standards, measuring a dynamic range of 40-120 dBA. Noise levels will be A-weighted with a minimum sampling rate of 64 samples per second (fast). Root mean square (RMS) sound pressure levels (SPLs) will be expressed by the descriptors L (max) and L_{eq} (h). Microphones will be equipped with windscreens and will be positioned as designated by the Engineer. Monitoring will be performed for a duration of at

least 60 minutes during each Work operation. Additional spot readings will be taken as directed by the Engineer to assure noise levels during Work operations are within the allowable limits. Noise monitoring Equipment will be calibrated before each Work shift. The noise monitor will print data to a serial printer to provide immediate onsite results. The Contractor will keep a copy of all documentation and submit one (1) copy to the Engineer on a daily basis. The Engineer may occasionally take sound readings with a handheld noise level meter during construction activities and operations of any noise-producing equipment to monitor Contractor's compliance with the noise criteria. Any equipment causing noncompliance with the noise criteria will be removed from the job site as directed by the Engineer.

18.03.03. Vibration Monitoring (No Special Requirements)

18.03.04. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involving noise monitoring, as specified in these Specifications, and as directed by the Engineer, shall be included in the lump sum (LS) price Bid for **NOISE POLLUTION MONITORING—Bid Item No. 2.**

18.04. Light Pollution

A. No outdoor lighting will be permitted unless otherwise specified.

18.05. Air Pollution

A. Reference is made to the Standard Provisions, Article 10.08 Air Pollution.

18.06. Spillage and Dust

A. Reference is made to the Standard Provisions, Article 10.09. Spillage and Dust Control.

18.07. Traffic Control

A. The Contractor shall prepare a traffic control plan to be signed and stamped by a professional civil engineer registered in the State of California.

B. The traffic control plan shall address all traffic control measures as shown on the Drawings and as specified in these Specifications.

C. Traffic control Work shall include, but shall not be limited to, removing and replacing traffic control systems; fencing, railing, barricades, and crash cushions; channelizers; AC pavement; driveways, curbs, gutters, and sidewalk and pavement markings; construction area signs necessary for traffic staging on public streets adjacent to or near the Project area; and any other miscellaneous Work necessary to complete the traffic control as specified in these Specifications and as directed by the Engineer.

D. If any component in the traffic control system is displaced or ceases to operate or function as specified during the progress of the Work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

E. No stockpiling of Materials or parking of Equipment will be allowed on streets and sidewalks.

F. All construction signs shall be placed in the field, shall be visible to drivers, and shall not be covered or blocked by trees or by other fixed objects.

G. The Contractor shall verify any sprinkler system conflicts before installing construction area signs in planting strips. The Contractor shall replace landscaping upon removal of construction area signs, if needed, and as directed by the Engineer.

H. The Contractor shall ensure levels of operation acceptable to the Engineer, as well as perform inspections of traffic control zones on a daily basis.

I. All streets and sidewalk areas shall be swept clean in accordance with these Specifications.

18.08. Truck Traffic and Hauling

A. Prior to utilizing City or County streets for truck traffic and delivery, the Contractor must obtain, at Contractor's expense, a "Haul Route Permit" from the City of San Jose and City of Milpitas for transporting to and from the project site construction materials over City roads. The Contractor will submit a copy of the approved permits to the Engineer.

B. Truck traffic and haul routes will be in compliance with local permits and ordinances and as further specified herein. For utilizing city streets for truck traffic and delivery, the Contractor must comply with all City, County, and State rules, ordinances, regulations, and codes regarding truck routes.

C. The Contractor must not perform any loading or unloading activities or any other related operations outside the project limits, or outside the hours of work as defined in these Specifications, including Special Provisions Article 18.02. Hours of Work.

D. All hauling and delivery truck schedules will be submitted to the Engineer for review within 72 hours prior to occurrence.

E. The Contractor will post information signs for truck drivers at approved locations indicating truck traffic hour restrictions. Signs will be readily visible. Violators will be warned or barred from the site.

F. If excessive dust is generated by truck traffic at project site, Engineer will require Contractor to limit truck speed limit to 5 mph.

18.08.01. Truck Arriving Early, Truck Idling, and Queuing

A. The District actively seeks to avoid or minimize unnecessary disturbance of the neighborhood from construction activities. Accordingly, all deliveries shall be coordinated to ensure that no delivery vehicles arrive at the site before 7 a.m. or leave after 7 p.m. to prevent disruption of the neighborhood.

B. No idling or queuing shall take place on any residential street in the surrounding neighborhood except for reasons noted below:

1. Idling when the vehicle must remain motionless due to an official traffic control device, traffic control signal, or at the direction of a peace officer or traffic conditions over which the driver has no control.

2. Idling when being forced to remain motionless due to adverse weather conditions or due to mechanical difficulties over which the driver has no control.

3. Idling to verify that the vehicle is in safe operating condition as required by Law.

4. Idling at the site entrance for security checks or for searches by District guards.

5. Idling as allowed by local, State, and Federal laws.

C. The Contractor's attention is directed to the Special Provisions Article 12.05. Liquidated Damages assessment for violating the arrival time or idling/queuing requirements.

18.09. Parking

A. Trucks and Contractor personnel, vehicle parking and access shall be in compliance with local permits and ordinances and as further specified herein.

B. No trucks or worker vehicles shall be parked on residential streets

C. Construction Equipment and worker vehicles arriving at the site shall park within the site or as indicated in the Drawings. Workers shall enter the site as soon as they arrive to the site.

D. Workers shall arrive onto the site no more than 30 minutes prior to the start of Work and shall remain on the site no more than 30 minutes after the end of Work. The Contractor's access gates shall remain locked during the hours when construction is not allowed, except for the 30-minute period preceding and following the hours of construction. The Contractor's attention is directed to Special Provisions Article 18.02. Hours of Work.

18.10. Discovery of Archeological and Cultural Resources

A. Burial Sites

1. The Contractor shall comply with all applicable laws and regulations pertaining to burial sites, including, but not limited to, Ordinance Code Section B6-18 of the County of Santa Clara and requirements of Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. Upon discovering or unearthing any burial site as evidenced by human skeletal remains, the person making the discovery shall immediately stop work and notify the County Coroner. The Contractor shall also notify the Engineer. The Contractor shall immediately secure the site and protect any human remains from further disturbance.

2. Upon determination by the County Coroner that the remains are Native American, the Coroner may contact the California Native American Heritage Commission and the County Coordinator of Indian Affairs. No further excavation or disturbance within 100 feet of the site or of any nearby area reasonably suspected to overlie adjacent remains may be made except as authorized by the California Native American Heritage Commission and/or by the County Coordinator of Indian Affairs, and by the Engineer.

3. The Contractor is advised that if burials are encountered, it may be necessary to suspend Work on the Project to comply with the above requirements. Payment for a Delay of more than one (1) workday for each occurrence shall be made in accordance with Article 3.06. Change in Contract Price(s) and Article 3.07. Change in Contract Time(s).

B. Cultural Resources (Archeological Discovery)

1. The Contractor is advised that if archeological artifacts are encountered, the Contractor will immediately notify the Engineer; it may be necessary to suspend Work on the Project to comply with this Article.

2. Work at the location of the find will halt immediately within 100 feet of the find. If an archaeologist is not present at the time of the discovery, the Engineer will contact an archaeologist for identification and evaluation pursuant to Public Resources Code Section 21083.2, California Code of Regulations Section 15126.4 (California Environmental Quality Act [CEQA] Guidelines) and to the mitigation measures of the Project CEQA document. If the archaeologist determines that the artifact is not significant, the Engineer will authorize the Contractor to resume construction.

3. If the archaeologist determines that the artifact is significant, the archaeologist will determine if the artifact can be avoided and, if so, will detail avoidance procedures. The Contractor will comply with these avoidance procedures.

4. If the artifact cannot be avoided, the archaeologist will develop an action plan that will include provisions to minimize impacts and, if required, a data recovery plan for recovery of artifacts in accordance with Public Resources Code Section 21083.2 and CEQA Guidelines Section 15126.4.

5. The Contractor shall delay Work until the action plan and, if required, the data recovery plan, are favorably reviewed by the Engineer. Once the action plan and the data recovery plan are favorably reviewed, the Contractor shall comply with the requirements of these plans.

18.11. Aesthetic Requirements (No Special Requirements)

18.12. Recreation (No Special Requirements)

18.13. Utilities and Service System

A. The Contractor's attention is directed to Special Provisions Article 16.02. Utilities.

18.14. Payment

A. Unless noted otherwise, full compensation for Work involved in complying with all requirements under Special Provisions Section 18 Permits and Regulations shall be considered incidental and included in the Contract Price(s) paid for the various items of Work involved; no additional time or payment shall be allowed.

SECTION 19. ENVIRONMENTAL

19.01. Compliance With NPDES General Permit – Bid Item No. 1

A. The Contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) as required by the most current California State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities (California Storm Water Construction General Permit). The SWPPP shall be in accordance with the California Water Construction General Permit. Reference is made to Standard Provisions, SECTION 10. ENVIRONMENTAL, Article 10.02. Storm Water Pollution Prevention Plan.

B. The Contractor shall comply with the latest permit conditions, including but not limited to all Risk Level 2 requirements as outlined below in accordance with the NPDES General Permit.

1. Effluent Standards

   a. Narrative

   b. Numeric Effluent Standard:

      (1) (pH (tested twice daily): NAL of 6.5 to 8.5 and no deviation greater than 0.5 compared to ambient levels.

      (2) (Turbidity (tested twice daily): NAL of 250 NTU, no incremental increase of 5 NTUs if background is less than 50 NTU, and no incremental increase by 10% if background is greater than or equal to 50 NTUs.

      (3) Dissolved oxygen (tested twice daily): minimum of 5.0 mg/L or no change if background is less than 5.0 mg/L.

      (4) Temperature (tested twice daily): No increase of more than 5 degrees Fahrenheit compared to natural temperatures.

      (5) Floating, suspended, or deposited macroscopic particulate matter or foam (daily visual observation): No alteration of apparent color beyond present natural background levels or visible floating, suspended, or deposited oil or other products of petroleum origin.

2. Good Site Management “Housekeeping”

3. Non-Storm Water Management

4. Erosion Control

   a. No erosion control materials shall contain any plastic or monofilament netting.

5. Sediment Control

6. Run-on and Runoff Controls

7. Inspection, Maintenance and Repair

8. Rain Event Action Plan

9. Risk Level 2—Monitoring and Reporting Requirements

    a. Construction Site Monitoring Program Requirements

    b. Objectives

    c. Risk Level 2—Visual Monitoring (Inspection) Requirements for Qualifying Rain Events

    d. Risk Level 2—Water Quality Sampling and Analysis

    e. Risk Level 2—Storm Water Discharge Water Quality Sampling Locations

    f. Risk Level 2—Visual Observation and Sample Collection

    g. Risk Level 2—Storm Water Sample Collection and Handling Instructions

    h. Risk Level 2—Monitoring Methods

    i. Risk Level 2—Analytical Method

    j. Risk Level 2—Non-Storm Water Discharge Monitoring Requirements

    k. Risk Level 2—Non-Visible Pollutant Monitoring Requirements

    l. Risk Level 2—Watershed Monitoring Option

    m. Risk Level 2—Particle Size Analysis for Project Risk Justification

    n. Risk Level 2—Records

        (1) Submit monthly to the Engineer records of inspections and finding.

        (2) Inspection records shall be available for onsite review by Regional Water Quality Control Board and District.

    o. Risk Level 2—NAL Exceedance Report

10. Annual Reporting Requirements:

    a. The Contractor shall comply with the Annual Reporting Requirements per Section XVI of the NPDES General Permit. The Contractor shall prepare and submit The Annual Report to the District by July 15 of each year. The Annual Report shall be submitted to and shall have been favorably received by the Engineer. The District will electronically file the Annual Report in SMARTS. The first Annual Report submittal year is 2027. An Annual Report in a given calendar year is not required when the Engineer determines in the final inspection that the work has been completed before September of that year.

19.01.01. SWPPP

A. Reference is made to Standard Provisions, SECTION 10. ENVIRONMENTAL, Article 10.02. Storm Water Pollution Prevention Plan for the requirements for preparation of SWPPP.

B. The Contractor is responsible for implementing and complying with all requirements of the California Storm Water Construction General Permit.

19.01.02. Storm Water BMPs

A. Refer to Standard Provisions Section 10.02.01 Storm Water BMPs

19.01.03. Payment

A. Full compensation for doing all Work necessary to comply with the NPDES General Permit, including the preparation and implementation of the SWPPP; all Materials, labor, Equipment, service, supervision, documentation, and submittals shall be included in the lump sum price Bid for **COMPLIANCE WITH NPDES GENERAL PERMIT, Bid Item No. 1.**

19.02. Other Discharge Permits (No Special Requirements)

19.03. BMP Action Plan (No Special Requirements)

19.04. Water Pollution Discharges

A. Refer to Standard Provisions Section 10.02.01 Storm Water BMPs of these specifications.

19.04.01. Pesticides Management

A. The chemical test results from soil samples collected during the Upper Berryessa Creek Off-Site Mitigation Project Phase II HSLA investigation shall be reviewed and incorporated into the Site-Specific Health and Safety Plan.

B. Contractor shall implement a strict dust-control program during the work in accordance with industry best practices to minimize potential impact to nearby residences. See Article 18.05 for Dust Control and Air Monitoring Requirements.

19.05. Regulated Material Management

A. The Contractor's attention is directed to Articles 10.11, "Regulated Material Management"; 10.12, "Non-Regulated Materials"; and 10.13, "Imported Earthfall Material" in the Standard Provisions of these Specifications.

B. For each imported earth fill material to be used on the Project, the Contractor shall submit to the Engineer for review and acceptance, in accordance with Articles 7.05, Submittals to be Furnished by the Contractor, 20.01, Additional Submittal Requirements, and "Imported Materials Certification Form." Copies of the form are available from the Engineer. If the imported earth fill materials are to be obtained from more than one source, the Contractor shall submit a separate form for each source of earth fill material. This form shall be submitted for review and acceptance at least 5 days prior to the delivery of the earth fill material to the construction site.

19.05.01. Asbestos Management

A. The Contractor's attention is directed to Standard Provisions Article 4.26. Asbestos Related Work.

19.05.02. Lead Management

A. For safety requirements in managing Hazardous Materials including lead, Contractor's attention is directed to Standard Provisions Section 8. Safety and Security Management.

19.06. Solid Materials Management

19.06.01. Definitions

A. Certified Facility: A reuse, recycling, composting, or Materials recovery facility meeting the required Diversion percentages set forth in this Specification, which the Engineer (i) has determined can accept diverted Material; (ii) has obtained all applicable Federal, State, and Local permits; and (iii) is in full compliance with all applicable regulations for reuse, recycling, composting, and/or Materials recovery.

B. Construction Waste: Building and site improvement Materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste does not include any of the above specified Material/solid waste that contains contaminated or hazardous substances. Construction waste does not include excavated soil or groundwater.

C. Demolition Waste: Building and site improvement Materials resulting from demolition or selective demolition operations. Demolition waste does not include

any of the above specified Material/solid waste that contains contaminated or hazardous substances.

D. Disposal: Removal off site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in a landfill or an incinerator acceptable to authorities having jurisdiction.

E. Divert/Diversion: Use of Materials for any lawful purpose other than disposal in a landfill or in a transformation facility.

F. Post-Consumer Recycled Content: The percentage of a new product that contains Materials that were recycled from product that was used by the end consumer and then collected for recycling.

G. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for use in some other form.

H. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in the same form in another facility.

I. Transformation Facility: A facility whose function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, destructive distillation, or gasification or to chemically or biologically process solid waste for the purpose of volume reduction, synthetic fuel production, or energy recovery. A composting facility is not a transformation facility.

19.06.02. Construction and Demolition Waste Management

A. Contractor must prepare a Solid Materials Management Plan which will include identification of on-site storage, sorting, and separation areas, and disposal of waste materials. Earth and rock material, ground water, and construction and demolition waste material that contain contaminated or hazardous materials will not be reported as either waste material diverted from or disposed to landfill. Demolition waste materials are described in the individual Technical Provisions and in Technical Provisions Article 23.02. Site Demolition and Disposal. Items to be demolished and salvaged are shown in the Drawings and as directed by the Engineer. Materials that may be recyclable/salvageable consist of chain link fencing, steel fittings, concrete, and excavated soil, if uncontaminated.

B. The Contractor must submit a Solid Materials Management Plan identifying procedure to be used for management of construction and demolition waste generated by the Work, including the facilities to be used for both disposal and recycling/salvaging; the estimated quantities and percentages (by weight) of construction demolition waste disposed; and recycled/salvaged categorized by waste type. For each facility listed in the waste management plan, the Contractor will provide the facility name and address, facility owner name, and contact information. This submittal will be approved by the Engineer prior to commencement of any work on the Project site.

C. The Contractor is directed to the California Recycle website for Construction and Demolition Recycling: http://www.calrecycle.ca.gov/condemo/

D. At the conclusion of the Project, the Contractor will complete a Solid Material Management Report Form, which documents Materials recycled/salvaged and disposed and demonstrate compliance with the requirements specified herein, facilities utilized, and weights of construction and demolition waste generated by the Project. Receipts will be attached as well that verify Materials and quantities disposed of and recycled/salvaged. This form will be submitted with the request for final payment; the form is included in Appendix C, Solid and Import Materials Forms.

E. Contractor will ensure no dumping of litter or construction debris within the stream, waterway, or where it may enter the stream or waterway in accordance with CDFW Section 1602 LSAA Measure 2.7: No Dumping of Litter or Debris. All litter, debris, and waste will be picked up daily and properly disposed of at an appropriate site. Use of City of San Jose or City of Milpitas trash or debris containers is strictly prohibited.

F. Contractor's attention is directed to Standard Provisions Article 10.12.01. Disposal at State-Permitted Landfill. For non-regulated materials, Contractor will be responsible for signing on behalf of the Santa Clara Valley Water District the disposal facility's required manifest forms. Contractor will provide documentation of disposal, including classification, and including copies of signed manifests, within 15 days of the disposal of materials.

G. Contractor will be responsible for determining and complying with City of San Jose and City of Milpitas requirements for management of construction waste.

19.06.03. Submittals

A. Solid Materials Management Plan, prior to Work on site.

B. Solid Material Management Report Form, following Project completion.

19.06.04. Post-Consumer Recycled Content Requirements

A. At the conclusion of the Project, the Contractor must list Materials furnished/installed that contain PCRC and document the percent content for each Material item listed. This information will be included in the Solid Material Management Report Form specified in Special Provisions Article 19.06. Solid Materials Management.

19.06.05. Payment

A. Full compensation for preparing and complying with the Solid Materials Management Plan including documenting the above specified information in the Solid Material Management Report Form will be considered as included in the Contract Price(s) for various items of Work involved; no additional payment will be made.

19.07. Migratory Birds – Bid Item No. 3

A. The Contractor shall refer to Standard Provisions Article 10.14. Migratory Birds for additional requirements.

19.07.01. Regulatory Requirements

A. The District will have monitored and controlled the site, including management of vegetation, installing and maintaining protective buffer zones and exclusion devices, as necessary, until the issuance of the Notice to Begin Work, at which time the site will be released to the Contractor. Once the District officially releases the site to the Contractor, the Contractor shall assume complete responsibility for the site, including vegetation management, existing protective buffer zones and exclusion devices, and shall perform all required work as specified herein. Any presence of bird nests at the project site upon release of the site to the Contractor shall be the Contractor's responsibility to mitigate and control, and Contractor shall not use the presence of bird nests within the whole project site, upon site release, as cause for time and/or cost delay claims.

B. Contractor shall also perform bird surveys after the site has been released if there is a hiatus of 15 days or more in construction activities and install exclusion devices that are approved by the Engineer, as necessary, to avoid potential delays to the project related activities

C. The Contractor shall notify the Engineer in writing at least 15 days and no more than 30 days in advance of initiation of project related activities, such as movement of equipment, materials stockpiling, bridge work, clearing, grubbing, excavation, establishment of site access, etc.

19.07.02. Qualified Biologist

A. The Contractor shall employ a biologist meeting the qualifications of a Qualified Biologist as listed in Article 19.07.02. Qualified Biologist, paragraphs B and C, to supervise all biological resource Work for the Project. The qualified biologist shall be approved in advance of biologist work by the Engineer based on the review of resume provided by the Contractor. At any time during the Contract, the District reserves the right to request a replacement biologist due to nonperformance or for reasons outlined in Standard Provisions Article 3.04. Character of Workers.

B. The Contractor's Qualified Biologist shall have the training, experience and qualifications to perform the migratory bird compliance describe in the Article and to supervise all migratory bird-related activities under Article 19.07. Migratory Birds. The Contractor's Qualified Biologist shall possess educational and professional training in ornithology, habitat assessment, nesting bird abatement, and migratory bird regulations; and shall be familiar with the species of birds and bird resources likely to be encountered on the Project. The Contractor's Qualified Biologist shall have experience implementing protocols, perform nesting bird abatement, collect and organize ornithological data and be capable of making appropriate decisions in the field.

C. In addition to the duties listed in Article 10.14.01.B., to become an Approved Qualified Biologist the Contractor's Qualified Biologist shall have the following qualifications:

1. Refer to Appendix D for the qualifications of Contractor Biologist.

2. A minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for nesting birds and wester pond turtles.

19.07.03. General Nesting Seasons

A. The bird nesting season in the Project area is generally considered to be from January 15 through August 31. However, annual variation in climatic conditions can alter these periods by several weeks.

19.07.04. Protective Buffer Zones

A. The Contractor shall refer to Standard Provisions Article 10.14.04. Protective Buffer Zones.

19.07.05. Exclusion Devices

A. The Contractor shall refer to Standard Provisions Article 10.14.05. Exclusion Devices

19.07.06. Nest Prevention

A. The Contractor shall refer to Standard Provisions Article 10.14.06. Nest Prevention

19.07.07. Submittals

A. The Contractor shall refer to Special Provisions Article 19.07.02. Qualified Biologist. Refer to Standard Provisions Article 10.14.07. Submittals.

B. Submit nesting bird survey reports to the Engineer within two days upon completion of the survey and at least two days prior to commencement of the project-related activities. Reports shall be submitted to the Engineer to facilitate their review prior to the start of work activities. If a lapse in project-related work of 15 days or longer occurs, another nesting bird survey shall occur. Bird nest surveys shall be completed no more than 14 days prior to construction date.

C. Submit to the Engineer the following information for authorization prior to Contractor hiring a qualified biologist for SFDFW survey and relocation work as specified herein:

1. Prospective biologist's educational background.

2. Prospective biologists resume of experience on at least two previous projects where dusky-footed woodrat nest surveys and relocations were performed, including the client's contact information as a reference for the work performed by the biologist.

3. Training received by prospective biologists that includes the name of the training course(s), date that such training took place, hours of instruction, and the training organization providing the training.

D. Submit to the Engineer, prior to start of work within SFDFW nest areas, a report prepared and signed by the Contractor's Biologist (woodrat specialist) that documents graphically the location of the existing SFDFW nest locations and planned compliance with woodrat relocation guidelines from this Article and proposed new SFDFW nest construction locations. A project location map is also required. Submittal is subject to approval by the District.

1. Contractor's attention is directed to Article 18.01.01 regarding District Obtained Permits.

E. Submit to the Engineer, no later than the 15th day of each month, a monthly report prepared and signed by the Contractor's Biologist that documents the SFDFW monitoring activities.

19.07.08. Payment

A. Full compensation for providing all labor and Material for doing all Work necessary to prevent bird nesting, including providing a Qualified Biologist for migratory bird monitoring and surveying; providing biological sensitivity and bird nesting awareness training to all Contractor personnel; establishing, installing, maintaining, reconfiguring, removing, and inspecting protective buffer zones and/or exclusion devices; and performing all other Work as specified in this Article shall be included in the lump sum price bid for **MIGRATORY BIRDS, Bid Item No. 3,** if authorized by the District.

19.08. Other Wildlife and Fish Species

A. In addition to the Migratory Bird Requirements Article 19.07., the Contractor shall comply with all regulatory and permit requirements pertaining to other wildlife and fish species with the potential to occur in the project area.

B. The special-status species present, but not limited to, include Monarch butterfly (*Danaus Plexippus*), Southern coastal roach (*Hesperoleucus venustus subditus),* Sacramento hitch (*Lavinia exilicauda exilicauda*), Northwestern pond turtle (*Actinemys marmorata*), Bald eagle (*Haliaeetus leucocephalus*), White-tailed kite (*Elanus leucurus),* Saltmarsh common yellowthroat (*Geothlypis trichas sinuosa*), San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), and Western red bat (*Lasiurus frantzii*).

19.09. Sensitive Plants and Vegetation

A. The Qualified Biologist shall have the experience, education and training necessary to perform the tasks of this Article. At any time during the Contract, the District reserves the right to request a replacement biologist due to nonperformance or for reasons outlined in the Standard Provisions Article 3.04. Character of Workers.

19.10. Proper Pruning Techniques for Woody Vegetation Removal

A. Refer to Standard Provisions, Article 10.17. Proper Pruning Techniques for Woody Vegetation Removal.

19.11. Plant Pathogen Management

A. Refer to Technical Provisions, Article 27.03.01.C. Plant Pathogen Infection Minimization.

19.12. Payment

A. Unless noted otherwise, full compensation for Work involved in complying with all requirements under Special Provisions Section 19 Environmental shall be considered incidental and included in the Contract Price(s) paid for the various items of Work involved; no additional time or payment shall be allowed.

SECTION 20. SUBMITTAL AND QUALITY REQUIREMENTS

20.01. Additional Submittal Requirements

A. This Article includes any additional submittal requirements. Also see Standard Provisions Section 7. Submittal Management.

B. In addition to the conditions in Standard Provisions Article 5.06.02.A, Baseline Project Schedule, Contractor will include, but not be limited to, the following activities in Progress Schedule submittals:

1. All activities that may require temporary closure of trails or roads.

2. Installation of traffic control measures.

3. Material deliveries and haul-off.

4. Preparing staging areas.

C. The Contractor will utilize the District's designated project management system as specified by the Engineer to manage the Project, track change orders, review submittals, and other documents. See Special Provisions Article 13.03 Web-Based Construction Document Management System for detailed information.

20.01.01. General Requirements

A. Submittals will be in accordance with Standard Provisions Article 7.05. Submittals to be Furnished by the Contractor unless otherwise modified herein.

B. Master Submittal List: Within thirty (30) days after the First Chargeable Day of the Contract, the Contractor will submit a master submittal list to the Engineer for review and approval. This list will be in Microsoft Excel spreadsheet format and identify all originally planned submittals. The Contractor will update the Master Submittal List on a monthly basis and submit to the Engineer with the Monthly Progress Schedule. The purpose of this list is to assist planning for submittal creation and review. Items on this list will be arranged in the same order as these Specifications and will include as a minimum the following information:

1. Item number.

2. Reference specification section number and paragraph.

3. Product, material, or description.

4. Original preparer of the submittal, as designated by the Contractor. Name, address, telephone number, and fax number of each preparer will be appended to this master submittal list.

5. Estimated date for submission to the Engineer by the Contractor.

C. The Contractor will identify in the Master Submittal List the submittals that may require long lead times for manufacturing and/or delivery and that must be submitted early to the Engineer for review.

D. The Contractor will make other submittals promptly in accordance with the approved project progress schedule, and in such sequence as to cause no delay in the work. The time allowed by the Contractor for submittal review will also provide sufficient time for disapproval and resubmission.

E. The Contractor will make a complete and acceptable submittal per Standard Provisions Article 7.05. Submittals to be Furnished by the Contractor of these Specifications to the Engineer at least by the second submission. The cost associated with re-review of submittal due to Contractor's failure to comply with submittal requirements will be borne by the Contractor per Standard Provision Article 7.05 of these Specifications. The multiplier to be applied to the actual wages of the Engineer and/or Engineer's consultant will be in compliance with the current District multiplier in effect at the time the Engineer's and/or the Engineer's consultants incur said labor costs.

20.01.02. Immediate Submittals

A. The following immediate submittals will be submitted as indicated after the date of issuance of the First Chargeable Day of the Contract. These references to specific submittals are provided for convenience of the parties but are not meant to exclude any submittals that are required per the contract documents. Physical construction Work cannot begin until the following immediate submittals have been favorably reviewed by the Engineer.

1. Resume of the Contractor's Scheduler (Standard Provisions Article 5.05) must be submitted within five (5) days of the First Chargeable Day of the Contract.

2. Preliminary Progress Schedule (Standard Provisions Article 5.06.01) must be submitted within ten (10) days after the First Chargeable Day of the Contract.

B. The following immediate submittals must be submitted no later than thirty (30) Days after the date of issuance of the First Chargeable Day of the Contract unless otherwise indicated. These references to specific submittals are provided for convenience of the parties but are not meant to exclude any submittals that are required per the contract documents. Physical construction Work cannot begin until the following immediate submittals have been favorably reviewed by the Engineer.

1. Baseline Progress Schedule (Standard Provisions Article 5.06.02) will be submitted within thirty (30) days from the First Changeable Day of the Contract.

2. Compliance with NPDES General Permit (Special Provisions Article 19.01)

3. Traffic Control Plan (Standard Provisions Article 10.10, Special Provisions Article, 18.07, and Technical Provisions Article 25.01.)

4. Master Submittal List (Standard Provisions Article 7.02)

5. Excavation and Disposal Plan, which will include an Excavation Safety Plan in accordance with Standard Provisions Article 8.05.

6. Injury and Illness Prevention Plan (Standard Provisions Article 8.09)

7. Site-Specific Safety and Health Plan (Standard Provisions Article 8.12)

8. Solid Materials Management Plan (Special Provisions Article 19.06.02)

9. Resume of Qualifications of Contractor Independent Surveying Firms

10. QC Plan, including at least two (2) Resumes of qualifications of Contractor's Independent Field QC Manager who will monitor all project construction activities, including all construction testing, proper implementation of BMPs, compliance with the CGP and the SWPPP, and all permit requirements, and ensure all Work execution is being implemented per Contract Drawings and Specifications. (Special Provisions Article 20.04)

11. Schedule of Values (Standard Provisions Article 6.01)

20.01.03. Special Review Cycle

A. Each submittal appropriately submitted in accordance with Special Provisions Article 20.01.02 Immediate Submittals requiring approval by the Engineer will be returned within 20 Days following receipt of the submittal by the Engineer. The Traffic Control Plan following review and approval by the Engineer and the jurisdictional entities.

20.01.04. Copies

A. Contractor will note that the number of copies of submittals described herein may supersede the submittal copy requirements described in Standard Provisions Article 7.05. Submittals to be Furnished by the Contractor and in Article 9.12.02. Product Data and Samples.

20.01.05. Product Data

A. Product Data

1. Product data as specified in individual Sections or Articles, include, but are not necessarily limited to, standard prepared data for manufactured

products (sometimes referred to as catalog data or “cuts”), such as the manufacturer’s product specification and installation instructions, availability, manufacturer’s printed statements of compliance and applicability, diagrams and templates, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare parts listing and printed product warranties, as applicable to the work.

20.02. Exclusive Testing by the District

A. Should the District believe there are QC issues concerning the Contractor’s independent testing services, the District may perform their own independent tests at no cost to the Contractor. In the event that the results of District testing indicate non-conforming work while the Contractor’s testing indicates compliance, the District’s testing will prevail. Any retest resulting from unsatisfactory test results will be back charged to the Contractor.

B. The Engineer will furnish the Contractor one copy of each field and laboratory QC test that is performed by the District.

C. In accordance with Standard Provisions Article 3.02. Engineer, the Engineer will have the right at all times and places to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the Site.

D. If the Contractor fails to promptly remove and replace rejected work, the Engineer may, after seven (7) days’ notice, terminate the Contractor’s right to proceed with the affected work. The Engineer may remove and replace the affected work with District resources. The Engineer will issue a back charge to the Contractor covering the District’s cost for performing the work in accordance with Standard Provisions Article 9.10.02 Defective Work.

20.03. Additional Testing Certifications

A. The Contractor’s attention is directed to Article 12.01. Summary of Work, paragraph A. for the required minimum certifications and licenses.

B. Contractor is responsible for all required testing and certifications specified throughout these Specifications. Contractor’s attention is directed to Special Provisions Article 20.04.01. Quality Control Plan.

20.04. Contractor’s Quality Control – Bid Item No. 4

20.04.01. Quality Control Plan

A. The Contractor’s attention is directed to Standard Provisions Article 9.03. Contractor’s Quality Control Program.

20.04.02. Contractor's Quality Control Staffing Requirements

A. The Contractor shall provide qualified QC personnel with assigned QC functions reporting to a Field QC Manager. Quality Control personnel shall perform no other functions other than quality management and shall have no supervisory or managerial responsibility over the Work force.

B. The Field QC Manager has the overall responsibility to develop, manage, and implement the QC plan to ensure that all Work complies with the quality set forth in the Contract. The Field QC Manager shall be present on-site, perform inspections throughout the Project duration, and bring in other QC personnel as necessary based on its expertise and on the need for continuous quality inspections at various Work areas. The Field QC Manager shall report directly to a senior manager of the Contractor and shall have no supervisory, managerial responsibility over the work force, or tied to production activities to ensure organizational freedom, identify quality problems, and initiate and recommend solutions. The QC plan submittal shall include a letter signed by a principal officer of the Contractor's firm designating the Field QC Manager and quality staff and specifying the authority delegated to the Field QC Manager and staff to direct cessation or removal and replacement of defective Work.

C. The field QC representative(s) shall be on site whenever Work permanently incorporated into the Project is being performed (but not less than the daily hours specified in the Contract Documents) to verify that Work is being performed properly and to make multiple observations of all Work in progress.

D. To be considered qualified, the Contractor's quality personnel shall meet the minimum requirements listed below. The Contractor is responsible for ensuring that assigned personnel have appropriate qualifications above the minimum listed herein:

1. The Field QC Manager shall have, at a minimum, a bachelor's degree in engineering, architecture, or construction management and a minimum of ten (10) years' construction experience on construction projects similar to this Contract. The District will consider an additional five (5) years' experience, for a total of 15 years' experience on construction projects similar to this Contract, as a substitution for a bachelor's degree. The Field QC Manager shall also have a certificate of completion of the course "Construction Quality Management for Contractors" or equivalent. (Note: This course is available through the Army Corps of Engineers and/or through the Naval Facilities Engineering Command.).

20.04.03. Payment

A. Full compensation for doing all Work necessary to provide quality control shall be included in the lump sum price bid for **CONTRACTOR'S QUALITY CONTROL, Bid Item No. 4**, if authorized by the District

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SECTION 21. PAYMENT PROCEDURES

21.01. Bid Items

21.01.01. General Requirements

A. Refer to PlanetBids Line Items for the listing of Bid items.

B. Unless otherwise indicated, all Bid Items include labor, Material, Equipment, and incidentals in accordance with the Drawings and Specifications to complete the Work.

C. No separate payment will be made for any Work included in the Drawings and/or Specifications but not specifically set forth in the listing of Bid items. All costs shall be included in a Bid item.

D. Where there is an overlap in the Work paid for under different Bid items, the Work will be paid for only once under the appropriate Bid item(s), as determined by the Engineer.

E. Payment will not be made for any Work done beyond the lines and grades shown on the Drawings or established by the Engineer, or any extra work done without written authority. Such work will be considered as unauthorized. Acceptance of such Work by the Engineer will not constitute agreement to pay beyond the lines and grades shown on the Drawings or established by the Engineer, or any extra work done without written authority.

21.01.02. Description of Bid Items

A. **All Bid Items Are Described in This Article**

BASE BID

Bid Item No. 1 COMPLIANCE WITH NPDES GENERAL PERMIT
Bid Item No. 2 NOISE POLLUTION MONITORING
Bid Item No. 3 MIGRATORY BIRD
Bid Item No. 4 CONTRACTOR'S QUALITY CONTROL
Bid Item No. 5 MOBILIZATION AND DEMOBILIZATION
Bid Item No. 6 SITE PREPARATION
Bid Item No. 7 CHAIN LINK FENCE
Bid Item No. 8 BROADCAST SEEDING AND PLANTING
Bid Item No. 9 PLANT ESTABLISHMENT MAINTENANCE
Bid Item No. 10 IRRIGATION INSTALLATION AND REMOVAL
Bid Item No. 11 TEMPORARY HIGH VISIBILITY ENVIRONMENTAL SENSITIVE AREA FENCE

B. **Supplemental Bid Items**

1. Traffic Control

2. Scott Creek Site No. 1 and 2.

21.02. Progress Payments and Schedule of Values

A. This Article includes requirements for the preparation, format, and submission of the Schedule of Values.

B. Progress payments will not be made until the Schedule of Values has received favorable review by the Engineer.

C. No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damage under Article 7.06. Submittal Review Procedures of these Specifications.

21.02.01. Preparation

A. Prepare preliminary and final Schedule of Values identifying costs of all bid items. For lump sum bid items, include costs of all major components of work under that bid item. No component of lump sum bid items shall have a duration exceeding 15 days except concrete curing, submittal review, equipment fabrication, and deliveries, or a value greater than $50,000.

B. Assign prices to major components of lump sum bid items totaling the bid item price. Base prices on costs associated with scheduled activities based on the Progress Schedule for each major component of work. Each bid item and each component of lump sum bid items shall include a directly proportional amount of the Contractor's overhead and profit. The Contractor's overhead and profit shall be completely distributed among all bid items of work, including components of lump sum bid items. Provide additional cost documentation to the Engineer when requested so that values can be verified.

C. Submit the preliminary Schedule of Values within 14 days from the date of the Notice to Begin Work and revise to incorporate Engineer's comments until a final Schedule of Values is agreed upon. This information shall be used in the preparation of the Progress Schedule under Article 05.06.

D. For all construction change order authorizations, provide change order authorization breakdown to append to the final Schedule of Values items for at least the following components: (a) site work, (b) structure, (c) electrical, (d) mechanical, (e) instrumentation, (f) heating, ventilation, and air conditioning, (g) demolition, (h) submittals, and (i) testing and startup. Provide additional cost documentation to the Engineer when requested.

E. The Contractor shall not change the final approved Schedule of Values without the approval of the Engineer. The Schedule of Values has a one-to-one direct relationship to the list of activities on the Contractor's Progress Schedule. Additions or deletions of activities on the Contractor's Progress Schedule will require an addition or deletion of line-item value to the Schedule of Values. The Contractor must submit requested changes to the approved Schedule of Values to the Engineer for approval.

F. The Contractor shall list and maintain all values for items of equipment that will be submitted for material on-site payment separately on the Schedule of Values and on the Progress Schedule. These material items will not be "progressed" as a part of the physical progress assessment.

21.02.02. Submittals

A. Submit corrected Schedule of Values within 10 days upon receipt of reviewed Schedule of Values comments, but no later than 10 days prior to anticipated submittal of the first Application for Payment.

21.02.03. Preliminary Schedule of Values

A. The preliminary and final Schedule of Values shall be prepared into a Microsoft Excel format onto 8½ inch by 11 inch paper. Identify the schedule with:

1. District's Name, Project Name and Project No.

2. Name and address of Contractor.

3. Date of submission.

21.02.04. Partial Payment—Inclusion of Materials On-Site

A. Payments will be made by the District to the Contractor for materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work subject to the following requirements:

1. Materials, as used herein, shall be considered to be those items that are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the District will be qualified for partial payment. Temporary construction materials (e.g., shoring) do not qualify for partial payment. Materials that are not on site will not be considered for payment.

2. Only materials that have received favorable reviews of submittals will qualify for consideration.

3. Eligible materials must be delivered, properly stored, protected, and maintained in a manner favorably reviewed by the Engineer at the site.

4. Only the Contractor's actual net cost for materials may be paid prior to inclusion in the work. The Contractor's actual net cost for the materials must be supported by furnished invoices of suppliers, and other documentation requested by the Engineer.

5. Materials delivered to the site less than 30 days prior to their scheduled incorporation shall not qualify for partial payment consideration.

6. Final payment shall be made only for materials actually incorporated into the work. Upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

7. Partial payments for materials on site shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.

8. Partial payments for materials on site shall be subject to retention per Article 6.02. Application for Payment.

9. See Article 21.04 for additional documentation required for partial payment for materials on site.

21.04. Applications for Payment

A. This includes procedures for the preparation and submission of monthly Applications for Payment.

21.04.01. General

A. Applications for payment shall be based upon actual progress as measured on the Progress Schedule developed under Article 05.06 and its approved assignment of the Schedule of Values developed under Article 21.02.

B. Fill in the information required on this form.

C. Provide a list of materials on site but not yet incorporated into the work that are sought for partial payment and supporting documentation.

D. When change order authorizations are executed, add each such authorization to the applicable bid items, or separately at end of listing of Schedule of Values items, as appropriate.

1. Identify the change order authorization by number and description.

2. Provide the value of change order authorization in appropriate column.

E. After completing, submit Application for Payment.

F. Engineer will review application for accuracy. When accurate, Engineer will transmit application for processing of payment. Engineer will return inaccurate and/or incomplete Applications for Payment with comments for Contractor action.

G. Each Application for Payment shall be transmitted under the signature of the responsible officer of the Contractor.

21.04.02. Substantiating Data

A. Provide substantiating data with cover letter identifying:

1. Project Name and Project No.

2. Application number and date.

3. Detailed list of enclosures.

4. For all stored materials (fabricated and manufactured goods and equipment only) on site, but not yet included in the work, with item number and identification on the application, Contractor shall complete the District form “Request for Payment for Materials on Hand.” The “Project Inspector” described on this form shall be the Engineer. The Contractor shall provide a description of each specific material, quantity, value, submittal review status, substantiating evidence of purchase and cost, complete the affidavit, and physically separate and identify the material as property of the District. References to off-site storage on District form “Request for Payment for Materials on Hand” are not applicable to this work.

5. Submit “certified” payroll.

6. Description of record drawing completion status.

21.04.03. Submittals

A. Submit five (5) copies of Application for Payment and substantiating data with cover letter.

21.05. Progress Payment Retention

A. Contract Retention—The Board finds that this Project is not substantially complex and establishes the Contract retention at five (5) percent of the Contract Price(s). All other provisions of Standard Provisions Article 6.02.04. Payment by District remain unchanged.

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SECTION 22. CONTRACT CLOSEOUT

22.01. Project Completion and Acceptance

22.01.01. Use Before Acceptance

A. Reference is made to Standards Article 11.01.01. Use Before Acceptance.

22.01.02. Milestone Completion Preliminary Final Inspection

22.01.03. Phased Acceptance of Work

A. District shall accept the work in two separate Stages of Construction, Stage 1, and Stage 2. Stage 1 is the completion of Milestone #s 1, 2, 4, 5, 7, and 8 (up to and including District acceptance of seeding and irrigation installation). Stage 2 is the completion of Milestones #s 3,6, and 9 (completion of plant establishment and maintenance). Contractor's attention is directed to Article 12.03 Contract Time(s).

B. After issuing the Project Completion letter for Stage 1 or Stage 2 the Engineer will recommend that the District Board of Directors formally accept separately the respective Stage of the work.

C. Separate acceptance of the Stage 1 or Stage 2 work will be made by the District Board of Directors only in regular session and only after the Engineer has recommended acceptance of the respective Stage.

D. After the Board of Director's formal acceptance of a Stage of the work, the Clerk of the Board will record a Notice of Completion and Acceptance separately for that Stage.

E. District's acceptance establishes conformity with the Contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any Guarantee and Warranty, express or implied. Determinations by Engineer that the work is complete or acceptance of the work by the Board of Directors does not bar any action by the District against the Contractor pursuant to Article 11.02, "Guarantee and Guaranty Bond," of these Specifications.

F. The guarantee and guaranty bond required as part of Article 11.02. Guarantee and Guaranty Bond shall be submitted prior to the acceptance of Stage 1.

G. The provisions of Article 6.03. Final Payment shall be applicable to each separate stage of construction, Stage 1 and Stage 2, except the retained amount for Stage 2, which will be withheld until final acceptance of this phase of work in accordance with Article 6.03. Final Payment.

22.02. Guarantee and Guaranty Bond

A. Refer to Standard Provisions Article 11.02. Guarantee and Guaranty Bond.

22.03. Training (No Special Requirements)

22.04. Testing and Facility Start-Up (No Special Requirements)

22.05. Submission of Closeout Items

A. At completion of construction and prior to issuance of the Project Completion letter by the Engineer, the Contractor shall deliver to the Engineer the closeout Documents described in Standards Provisions Section 11 Contract Closeout.

22.06. Final Cleaning

22.06.01. Schedule for Final Cleaning

A. Final cleaning is separate work from the cleaning done throughout the Project to maintain the project site in a safe and presentable condition. Final cleaning will be a comprehensive cleanup of all new and selected existing facilities begun and finished within 30 days of District's acceptance for continuous use and occupancy. Final cleaning may be performed separately by structure or area at different time periods only if approved by the Engineer.

B. Completion of this work will be planned and scheduled to accommodate the operational requirements of this District facility.

22.06.02. Streets, Roadways, Concrete Slabs, Sidewalks, and Paved Areas

A. Streets, roadways, concrete slabs, and paved areas will be cleaned and pressure washed so that they are free of debris, soil, and paint or construction material spills. Painted construction markings on concrete and pavement will be removed.

22.06.03. Storm Drainage Facilities

A. All gutters, V-ditches, swales, stormwater inlets, catch basins, drop inlets, and manholes will be cleaned of soil, vegetation, trash, and debris.

22.06.04. Unpaved Areas

A. Unpaved areas between new facilities and between new and existing facilities will be cleaned of all debris and construction materials. These areas will be graded or raked to a smooth uniform surface without holes, depressions, or tire tracks.

22.07. Payment

A. Unless noted otherwise, full compensation for Work involved in complying with all requirements under Special Provisions Section 22 Contract Closeout shall be considered incidental and included in the Contract Price(s) paid for the various items of Work involved; no additional time or payment shall be allowed.

TECHNICAL PROVISIONS

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SECTION 23. PREPARATORY WORK

23.01. Mobilization/Demobilization—Bid Item No. 5

23.01.01. Scope of Work

A. Mobilization will consist of preparatory work and materials necessary for construction operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; establishment of all offices and other facilities necessary for work on the project; establishing access and staging areas for equipment and materials on the project; installation of project signs; and all other work and operations that must be performed or costs incurred before beginning work on the various Contract items on the project site. The Contractor shall confine all storage of materials, preparatory work, equipment, and vehicle parking to the staging areas shown on the Drawings.

B. If necessary, the District will be responsible for clearing unhoused residents prior to Contractor arriving onsite.

C. Demobilization tasks will consist of work and operations at the conclusion of construction, including, but not limited to, those necessary for the removal of personnel, equipment, supplies, and incidentals from the project site; removal of temporary facilities; and all other work and operations that must be performed or costs incurred to conclude work on the various Contract items for the project. As part of the demobilization operations, the Contractor shall be responsible for leaving the project site in a clean state, free of all extraneous construction materials and impacts. This includes removal of all debris, and unused materials and equipment belonging to the Contractor or used during construction from the project site, areas adjacent to the project site, and access roads. All temporary access routes and haul roads constructed by the Contractor shall be loosened and re-graded to pre-construction conditions. All off-site access roads and project site entrance roads damaged by the Contractor as a result of construction activities will be graded, wheel tracks will be removed, and damaged Articles of such roads will be smoothed or otherwise repaired to meet or exceed their found conditions. All repairs will be approved by the Engineer before the end of construction.

23.01.02. Materials

A. Project signs shall be in accordance with Article 14.02. Project Signs, of these Specifications.

B. Pollution control shall be in accordance with the following Articles in these Specifications:

1. 18.03 Noise Pollution and Vibration
2. 18.05 Air Pollution
3. 18.06 Spillage and Dust

4. 19.01 SWPPP

5. 19.04 Water Pollution Discharges

6. 19.05 Regulated Material Management and Non-Regulated Material Management

7. 19.06 Solid Materials Management

23.01.03. Placement

A. Project signs shall be installed and removed as shown on the Drawings and in accordance with Article 14.02. Project Signs.

23.01.04. Testing

A. No special requirements.

23.01.05. Submittals

A. Submittals of pollution control shall be in accordance with Section 18 Permits and Regulations, and Section 19 Environmental, of these Specifications.

23.01.06. Measurement

A. Mobilization and demobilization shall not be measured.

23.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work required for mobilization and demobilization, as shown on the Drawings, as specified in these Specifications, including notification to the adjacent property owners, and as directed by the Engineer, shall be included in the lump sum price bid for **MOBILIZATION/DEMOBILIZATION, Bid Item No. 5**, if authorized by the District.

23.02. Site Preparation—Bid Item No. 6

A. Site preparation shall include all work required to clear and grub and perform site demolition and disposal of the project sites.

B. Demolition and disposal of existing chain link fence shall be provided and paid for under Chain Link Fence, Bid Item No. 7.

23.02.01. Clearing and Grubbing

23.02.01.01. Scope of Work

A. Clearing and grubbing will consist of all work including, but not limited to, mowing nonnative herbaceous plants and removing thatch, clearing nonnative vegetation including trees and shrubs, potentially including herbicide application, in accordance with the Drawings; chipping and spreading removed woody material; removal and disposal of brush, debris, rubbish, trash, and all other objectionable materials from the Enhancement sites in accordance with the Drawings, these Specifications and as directed by the Engineer.

B. Clearing and grubbing work will be in accordance with the provisions of Section 4-17 Clearing and Grubbing, of the Caltrans Standard Specifications, except as modified herein. The Contractor will limit the extent of clearing and grubbing activities to only the portions of the Enhancement sites vegetated by nonnative species. Existing native herbs, shrubs, and trees will be left in place, in conformance with the notes and details shown on the Drawings.

C. This scope of work for clearing and grubbing includes temporary on-site storage of materials, double handling of materials, separation/temporary storage of materials that may be transported for disposal at a landfill. Cleared and grubbed material from all Enhancement sites will be treated as potentially contaminated, handled as a regulated material under Special Provisions Article 19.05.C. Regulated Material Management and will be stockpiled and tested separately. No additional payment or time is allowed for including these items and efforts as described in this article.

D. Contractor shall clear and grub only those trees and plants designated for removal shown in the Drawings.

E. Contractor shall hire specialists to perform arborist and pesticide application that have the following qualifications:

1. International Society of Arboriculture certified arborist

2. California Department of Pesticide Regulation Certified Pesticide Applicator's license.

3. California Department of Pesticide Regulation Certified Pest Control Advisor.

F. The Contractor must protect in place any existing native trees and shrubs, and patches of native herbs (i.e., 4 square feet or larger) that are located inside or immediately outside the Enhancement site, that have a canopy that overhangs the Enhancement site, or that may be impacted by construction activities, as directed by the Engineer.

1. The Contractor will review and understand the Drawings and Technical Provisions Article 28.01.04 "Placement" Item B "Planting and Enhancement Zones" prior to developing the Clearing and Grubbing Plan under Article 23.02.01.02 "Submittals" such that existing native vegetation and sensitive natural communities (e.g., Horsetail banks) are protected.

2. The following mitigation measures will be implemented by the Contractor prior to work adjacent to native plants that must be protected:

a. The Contractor will coordinate a site meeting with the Engineer prior to clearing and grubbing to discuss native plant protection measures. Native plant protection must be in place before commencement of Work.

b. Any clearing or grubbing work near trees scheduled for retention in Enhancement site will avoid their roots. Compaction of undisturbed site soils of the root area will be avoided. All grubbing Work adjacent to trees being retained in Enhancement site will be done in accordance with the ANSI A300 “Root Management” standards. Removing 25% or more of the root area on an individual tree is a significant impact and will be avoided.

c. Install flagging before any enhancement activities begin to any native plants to remain within or just outside the Project limits. No grading, compaction, excavation, soil storage, equipment storage, hazardous material storage, or equipment operation will be conducted within the flagged areas. The Engineer will meet on site with the Contractor prior to enhancement activity to direct approve flagging placement. The flagging will not be taken down or moved without the permission of the Engineer.

d. The flagging will be brightly colored as specified in Technical Provisions Article 26.02. Temporary High-Visibility Environmental Sensitive Area Fence. At least one piece of flagging will be placed for each native plant to be retained or in a perimeter denoting a group of plants that will be retained. Alternatively, flagging will be attached to wooden stakes in areas of herbaceous vegetation where flagging cannot be placed on a tree or shrub. Wooden stakes will be as specified for wood posts in Technical Provisions Article 26.02.02.E. Materials.

e. The Contractor will immediately notify the Engineer if any native tree is damaged by his operations. If, in the opinion of the Engineer, the damage is such that removal is necessary, the Contractor will remove the tree or shrub at their own expense. For trees or shrubs which are removed without the written approval from the Engineer, the Contractor will be charged the sum outlined below and the money will be withheld:

Trunk Diameter (DBH) of Tree Removed or Wounded or Broken	Charge to Contractor for Each Tree Removed or Wounded or Broken
up to 6 inches	$500
from 6 inches up to 12 inches	$1,500
from 12 inches up to 18 inches	$5,000

G. Contractor will remove any trash, debris, refuse, including any associated with cleared unhoused encampments.

H. The District will be responsible for clearing unhoused residents prior to Contractor arriving onsite.

I. Quality Control

1. Contractor will demonstrate to the Engineer the ability to differentiate native plants from nonnative plants.

2. Herbicides will only be applied by a qualified applicator licensed to apply commercial herbicides.

J. Equipment Decontamination

1. During Clearing and Grubbing, Contractor will comply with procedures and equipment decontamination in accordance with Special Provisions Article 19.11. Plant Pathogen Management.

23.02.01.02. Submittals

A. Prior to beginning any clearing and grubbing work, Contractor will submit a Clearing and Grubbing Plan that depicts the proposed limits and phasing of the clearing and grubbing.

B. The Contractor shall submit certification that show the arborist is certified by the International Society of Arboriculture

C. The Contractor will provide the following for all invasive/nonnative plant control herbicide use prior to application:

1. Current and valid 'Operator Identification Number' issued by the County Agricultural commissioner.

2. Current and valid Qualified Applicator License (QAL) with an Aquatic Pest Control category F and Pest Control Advisor (PCA) license with a Control of Weeds category E issued by the California Department of Pesticide Regulation for all personnel involved with herbicide work.

3. A written recommendation from a California licensed Pest Control Advisor with a Control of Weeds category E license will be submitted for each herbicide to be used prior to its application. Recommendation will include the rate, method of application, and drift prevention techniques.

4. Safety Data Sheet (SDS) for herbicides proposed for use.

5. Manufacturer's container label showing the active ingredient, percent active ingredient, recommended application rate and procedure for target species, Environmental Protection Agency registration number and precautionary statements

23.02.01.03. Materials

A. Contractor will utilize hand tools (e.g., hoe, Pulaski, hand saw) and mechanized tools (e.g., weed whip, chainsaw) to remove target invasive and nonnative plants without the use of herbicide or prior to herbicide application (e.g., cut-stump method).

B. Herbicides:

1. Herbicides will be delivered to the planting site undamaged, unopened, and in original containers bearing manufacturer's label, warranty, and directions for application.

2. Herbicides will be approved by Engineer and the Environmental Protection Agency for use near aquatic settings, as appropriate.

3. Herbicides will be per the licensed Pest Control Advisor's written recommendation to be submitted to Engineer for approval per Technical Provisions Article 23.03.05. "Submittals", of these Specifications.

23.02.01.04. Placement

A. All existing fences, gates or other improvements not specifically designated on the Drawings to be removed or relocated will remain in their original condition and location undisturbed. However, upon written permission by the Engineer, fences and other existing improvements may, for the convenience of, and at the expense of the Contractor, be removed and temporarily relocated during construction and will be replaced in their original location in as good or better condition as when the Contractor entered upon the work site.

B. Contractor will separate materials and stockpile onsite as needed to sort for off-site disposal.

C. All cleared and grubbed materials which cannot be recycled locally will be removed from the planting site and legally disposed of by the Contractor at the Contractor's expense and at no additional cost to the District.

D. The Contractor will use proper BMPs for hauling and transporting materials in compliance with applicable local, state, and federal laws. Contractor will comply with all other requirements of these Specifications. Contractor is responsible for obtaining all permits from applicable agencies related to transportation of material.

E. Equipment Operation: At no time will the Contractor's equipment be operated during qualified rain events as required in the Contractor's Storm Water Pollution Prevention Plan or on saturated work areas. Contractor will coordinate with the Engineer and the Construction Managers to determine when work can begin following saturated work area conditions.

F. Nonnative perennial species will be removed, as feasible. Nonnative annual grasses and herbaceous species will be mowed to clear sites for work and promote native species growth.

G. Target Invasives:

1. Target Invasive Plant Definition: Target invasive plants are species on the District's Stream Maintenance Program Invasive Plant Species List (Table 23-1; excluding walnuts [*Juglans* spp.]); species rated as "high" by the California Invasive Plant Council (Cal-IPC), excluding naturalized annual grasses; or any other species deemed appropriate by a qualified biologist in consideration of the site.

Table 23-1. District Stream Maintenance Program Invasive Species List

Scientific name	Common name	Cal-IPC rating
Acacia spp.	acacia	Moderate
Ailanthus altissima	tree of heaven	Moderate
Arundo donax	giant reed	High
Broom spp.	broom species	High
Casuarina cunninghamiana	river she-oak, beefwood	None
Centaurea solstitialis	star thistle	High
Conium maculatum	poison hemlock	Moderate
Cortaderia spp.	pampas grass, jubata grass	High
Cotoneaster spp.	cotoneaster	Moderate
Cynara cardunculus	artichoke thistle	Moderate
Delairea odorata	Cape ivy	High
Dittrichia graveolens	stinkweed	Moderate
Eucalyptus spp.	eucalyptus, gum	Limited
Foeniculum vulgare	fennel	Moderate
Fraxinus spp.	ash	None
Hedera spp.	English ivy, Algerian ivy	High
Lepidium latifolium	pepperweed	High
Ligustrum spp.	privets	Limited
Myriophyllum aquaticum + spicatum	parrotfeather	High
Nicotiana glauca	tree tobacco	Moderate
Olea europaea	olive	Limited
Palm spp. (*Phoenix canariensis, Washingtonia robusta*)	palms	Limited, Moderate
Phalaris aquatica	harding grass	Moderate
Phragmites australis	common reed	None
Populus nigra 'Italica'	Lombardy poplar	None
Quercus ilex	holly oak	None
Rhamnus alaternus	Italian buckthorn	Watch
Ricinus communis	castor bean	Limited
Robinia pseudoacacia	black locust	Limited
Rubus armeniacus	Himalayan blackberry	High
Salix babylonica (and hybrids)	weeping willow	None
Schinus molle	Peruvian pepper tree	Limited
Sesbania punicea	red sesbania, rattlebox	High
Spartina alterniflora	Atlantic cordgrass	High
Tamarix ramosissima	salt cedar	High
Ulmus spp.	elm	None
Vinca major	vinca, periwinkle	Moderate

2. Target Invasive and Nonnative Plant Removal:

    a. Target invasive and nonnative plants must be removed prior to planting or seeding activities. On-going target invasive/nonnative plant control is described in Section 28.

    b. All chemical control described in Item “Herbicide Use” below will be performed by a qualified herbicide applicator.

    c. Target invasive/nonnative plants often grow in close proximity to native vegetation. Contractor will protect adjacent native vegetation during target invasive plant control events.

    d. Contractor will control target invasive/nonnative plants through manual, mechanical, and/or chemical control techniques throughout the enhancement areas, in accordance with the Drawings and per Technical Provisions Article 23.02.01.02 “Submittals”, of these Specifications, including species listed in Table 23-1.

    e. Contractor will either chip target invasive/nonnative trees and shrubs in place or remove them entirely from the site. Eucalyptus or gum tree (*Eucalyptus* spp.) chips must be spread on unpaved access roads or disposed of off-site to avoid spreading allelopathic material in planting sites.

    f. For all species, Contractor will refer to the California Invasive Plant Council (Cal IPC) “The Weed Workers Handbook” for recommended manual, mechanical, and/or chemical control techniques for target invasive/nonnative plants, including proper disposal of viable seeds, roots, and vegetative material to prevent spread. Contractor will request and receive written approval from the Engineer prior to implementing invasive/nonnative plant control methods.

H. Herbicide Use:

1. Prior to applying herbicide, Contractor will obtain a written recommendation from a licensed Pest Control Advisor and submit for approval per Technical Provisions Article 27.02.05 “Submittals”, of these Specifications.

2. All herbicides will be applied by or under the immediate (on-site during application) direction of a Department of Pesticide Regulation licensed applicator. The Contractor will employ a licensed applicator to apply herbicide in compliance with written recommendations from a state licensed Pest Control Advisor and in accordance with all label instructions and the District Procedure Q751D02, Control and Oversight of Pesticide Use. A copy of this policy is included in Appendix G.

3. Herbicides will be applied at concentrations recommended by a licensed Pest Control Advisor for control of target species.

4. Contractor will apply the minimum amount of herbicide to effectively control target invasive/nonnative species.

5. Contractor will observe safety precautions and usage restrictions recommended by manufacturer of the herbicide. Contractor will follow manufacturer's guidelines for herbicide application in the following situations:

    a. During rain events or if rain is expected; and

    b. During windy conditions.

6. Contractor will exercise care and ensure that herbicides do not drift to nontarget vegetation or adjacent properties, or do not contaminate water quality of surrounding water bodies. Contractor will be responsible for any herbicide damage to desirable vegetation outside the area designated for treatment and for settlement of any claims resulting from such damage. If herbicide or mechanical damage occurs to plants to remain within project limits or on neighboring property, a monetary penalty will be deducted from the Contractor's payment. The penalty will be not less than three hundred (300) dollars per plant for any type of plant or fifty (50) dollars per inch of trunk diameter measured at four and one half (4.5) feet above finished grade for trees, whichever is greater.

7. Herbicide will be applied with a dye or foam marking agent to avoid skips, overlaps, or off-target application. Marking agents will be applied per the manufacturer's recommendations.

8. Equipment for application of herbicide either as a suspension or solution in water will be of a type that uniformly applies the herbicide at a specified rate, without danger of drift to adjacent areas. Examples include stump painting, wick applicators, wand applicators, and sprayers. Sprayer will be low-pressure, large droplet sprayer, and herbicide will be applied close to the target plant materials.

9. Contractor will exercise care in draining and flushing tanks. Draining and flushing of herbicide tanks onto bare soil within the planting site will not be permitted.

10. Contractor will dispose of herbicides safely off-site at an appropriate facility. Contractor will not dump herbicides down drains, in water bodies, or on the ground.

11. Contractor will keep written record of what type of herbicide is applied, application dates, and concentrations. These records will be included in the maintenance logbook (see Technical Provisions Article 28.01.02 "Submittals" Item D "Monthly Establishment Records") and be made available to Engineer upon request and can be used as a basis for evaluation compliance with these Specifications.

I. Site Cleanup

1. Contractor shall clean up the planting sites following clearing and grubbing activities as follows and as directed by Engineer.

a. Remove any remaining non-native vegetation piles or thatch.

b. Remove any tools, herbicides, trash, debris, or other materials to clear the area for the placement of temporary erosion control.

23.02.01.05. Testing

A. No special requirements.

23.02.01.06. Measurement

A. The quantities of clearing and grubbing will not be measured.

23.02.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and to clear and grub work areas per this Article and as shown on the Drawings, as specified in these Specifications and as directed by the Engineer, shall be included in the lump sum price bid for **SITE PREPARATION, Bid Item No. 6**, if authorized by the District.

B. All labor, materials, tools, and equipment and incidentals to perform work under Article 19.11 Plant Pathogen Management, shall also be included in lump sum price bid for **SITE PREPARATION, Bid Item No. 6**, if authorized by the District.

23.02. Site Demolition and Disposal

23.02.01. Scope of Work

A. Site demolition shall consist of all work including, but not limited to, existing concrete removal, existing concrete and metal structures removal, existing utilities removal (i.e., above ground and underground conduits and pipes, abandoned underground utilities), and disposal

B. Removed concrete shall be disposed of off from the project limits to a concrete recycle facility, meeting all federal, state, local regulations, and approved by the Engineer.

C. Miscellaneous items, wheel stops, curbs, base rock, etc., shall be legally disposed of off the right of way at a location provided by the contractor. The disposal location shall meet all federal, state, and local regulations and be approved by the Engineer.

D. The Contractor shall be responsible for reestablishing finish grade to conform to existing grades. The Contractor shall furnish all labor, material, and equipment necessary to provide all work, complete in place, specified herein, and as

indicated on the Drawings. Demolition work shall be completed as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer.

E. Concrete removal shall conform to the provisions of Chapter 4 of the Caltrans Standard Specifications. except as modified herein. The Contractor's attention is also directed to Article 19.06. Solid Materials Management, of these Specifications.

F. Removal of existing chain link fence shall be covered under work for Article 26.01 Chain Link Fence of these Specifications.

23.02.02. Materials

A. No special requirements.

23.02.03. Placement

A. The Contractor is directed to Article 19.06.02. Construction and Demolition Waste Management, with regards to properly recycling solid waste materials removed from the project limits.

23.02.04. Testing

A. No special requirements.

23.02.05. Submittals

A. No special requirements.

23.02.06. Measurement

A. Site demolition and disposal will not be measured.

23.02.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required perform Site Demolition and Disposal as specified in these Specifications, shall be included in the lump sum price bid for **SITE PREPARATION, Bid Item No. 6**, if authorized by the District.

23.03. Temporary Erosion Control

23.03.01. Temporary Silt Fence

23.03.01.01. Scope of Work

A. This work includes installing, maintaining, and removing silt fence specified in these Specifications and the contractor's approved SWPPP, and as directed by the Engineer. The SWPPP prepared for the project by the Contractor must describe and include the use of silt fence as a best management practice for sediment control of the creeks and/or storm facilities.

B. This work is included in “SWPPP,” Article 19.01.01. and “Compliance with NPDES General Permit”, Article 19.01 of these Specifications.

23.03.01.02. Materials

A. Silt fence shall be either prefabricated or consist of separate components of silt fence fabric, posts, and fasteners.

B. Silt Fence Fabric:

1. Silt fence fabric shall be geotextile manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy FTIR).

2. Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, minimum	900
Grab tensile strength (25 mm grip), kilonewtons, minimum in each direction ASTM Designation: D 4632	0.45
Elongation, percent, minimum in each direction ASTM Designation: D 4632 (25 mm grip)	15
Ultraviolet stability, percent tensile strength retained after 500 hours, minimum ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering device)	70

C. Posts:

1. Posts must be wood or metal.

2. Wood posts must be:

a. Untreated fir or pine and cut from sound timber.

b. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use.

c. Pointed on the end to be driven into the ground.

d. At least 2” x 2” in size, and 4 feet long.

3. Metal posts must:

    a. Be made of steel.

    b. Have a “U,” “T,” “L,” or other cross sectional shape that can resist failure from lateral loads.

    c. Be pointed on the end to be driven into the ground.

    d. Weigh at least 0.75 pounds per foot.

    e. Be at least 4 feet long.

    f. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and fit snugly to the metal post.

D. Fasteners:

1. Fasteners for attaching silt fence fabric to posts shall be as follows:

    a. When prefabricated silt fence is used, posts shall be inserted into sewn pockets.

    b. Silt fence fabric shall be attached to wooden posts with nails or staples as recommended by the manufacturer or supplier. Tie wire or locking plastic fasteners shall be used to fasten the silt fence fabric to steel posts. Maximum spacing of fasteners shall be 8 inches along the length of the steel post.

23.03.01.03. Placement

A. Silt fence shall be installed parallel with the slope contour in reaches not to exceed 450 feet. A reach is considered a continuous run of silt fence from end to end or from an end to an opening, including joined panels. Each reach shall be constructed so that the elevation at the base of the fence does not deviate from the contour more than one third of the fence height.

B. The silt fence fabric shall be installed on the side of the posts facing the slope. The silt fence fabric shall be anchored in a trench as recommended by the manufacturer or supplier. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.

C. Mechanically pushing 12 inches of the silt fence fabric vertically through the soil may be allowed if the Contractor can demonstrate to the Engineer that the silt fence fabric will not be damaged and will not slip out of the soil, resulting in sediment passing under the silt fence fabric.

D. At the option of the Contractor, the maximum post spacing may increase to 9 feet if the fence is reinforced by a wire or plastic material by prefabrication or by field installation. The field-assembled reinforced silt fence shall be able to retain saturated sediment without collapsing.

E. Silt fence shall be joined as follows: The tops of the posts shall be tied together by minimum of 2 wraps of tie wire of a minimum 16 gage diameter. The silt fence fabric shall be attached to the posts at the joint as specified in these special provisions.

F. Silt fence shall be repaired or replaced at the expense of the Contractor on the same day when the damage occurs.

G. When no longer required as determined by the Engineer, silt fence shall be removed from the site of the work. Trimming the silt fence fabric and leaving it in place will not be allowed.

H. Holes, depressions or any other ground disturbance caused by the removal of the silt fence shall be backfilled and repaired in conformance with the provisions in the first paragraph of Article 15 1.03A. General, of 2024 Caltrans Standard Specifications for existing facilities.

23.03.01.04. Testing

A. There are no special requirements. However, Contractor shall periodically inspect and maintain the silt fence in accordance with the project approved BMP Action Plan and the California Stormwater BMP Handbook, Sections SE-1 and SE-5, respectively.

23.03.01.05. Submittals

A. Submit a Certificate of Compliance for silt fence.

23.03.01.06. Measurement

A. Silt fence will not be measured.

23.03.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the silt fence, complete in place, including maintaining the silt fence, removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be considered as included in the lump sum price bid for **Compliance with NPDES General Permit, Bid Item No. 1**, if authorized by the District.

B. Costs incurred for repair or replacement of deteriorated or damaged materials until Project Completion shall be at the Contractor's expense, and no separate payment will be made therefor.

C. No additional payment will be made for multiple applications of silt fence in the same work area.

23.03.02. Temporary Erosion Control Devices

23.03.02.01. Scope of Work

A. This work includes installing, maintaining, and removing erosion control devices (e.g. fiber rolls, fabrics, mats) specified in these Specifications and the contractor's approved SWPPP, and as directed by the Engineer. The SWPPP prepared for the project by the Contractor must describe and include the use of the chosen erosion control devices as a best management practice for sediment control of the creeks and/or storm facilities.

B. This work is included in "Compliance with the NPDES General Permit," Article 19.01. of these Specifications.

C. The Contractor's attention is directed to the Water Quality Certification from the San Francisco Bay Regional Water Quality Control Board regarding construction related materials of wastes not being allowed to enter any of the creeks at the project site.

23.03.02.02. Submittals

A. Submit a Certificate of Compliance for erosion control device.

B. Manufacturer's product data and installation instructions.

23.03.02.03. Materials

A. Erosion control devices will be pre-manufactured of biodegradable, weed-free materials, including rice straw, curled wood fiber, coir, jute, or sisal. Materials containing monofilaments are not acceptable.

B. Stakes shall be:

1. Untreated fir or pine and cut from sound timber.

2. Straight and free of loose or unsound knots and other defects which would render the stakes unfit for use.

3. Pointed on the end to be driven into the ground.

4. For fiber roll, dimensions of wooden stakes shall be as shown in the Drawings or as otherwise specified by the manufacturer and approved by the Engineer.

23.03.01. Placement

A. Before placing erosion control devices, remove obstructions including rocks, clods, and debris greater than one inch in diameter from the ground.

B. Fiber rolls will be installed parallel to and just above the top of bank, prior to soil preparation activities. Fabrics or mats will be installed along slopes from just above top of bank to the Ordinary High Water Mark (OHWM).

C. Trenches will be constructed at a slight angle to the slope contour, to a depth of 2 to 4 inches, and at a sufficient width to hold the fiber rolls.

D. Place fiber rolls on level contours in the trenches. Individual rolls will overlap minimum 3 feet with adjacent roll to create a continuous linear roll.

E. Secure with wood stakes every 4 feet along the total length of the fiber roll and 6 inches from end of each individual roll.

F. Stakes will be driven flush or a maximum of 2 inches above the fiber roll. The depth of the stakes below the fiber roll will be a minimum of 12 inches.

23.03.02. Maintenance

A. Maintain erosion control devices to provide sediment holding capacity and to reduce runoff velocities.

B. Remove sediment deposits, trash, and debris as needed or when directed by the Engineer. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water. Trash and debris will be removed and disposed of.

C. Maintain erosion control devices for the duration of the Establishment and Maintenance period (as defined in Section 28.01.01) by:

1. Replacing or adjusting the placement when rills and other evidence of concentrated runoff occur beneath the device.

2. Repairing or replacing the device when they become split, torn, slumped, or unraveled.

3. Adding stakes when the erosion control device slumps or sags.

4. Replacing broken or split wood stakes.

D. Repair erosion control device within 24 hours of discovering damage unless the Engineer approves a longer period.

E. If Contractor vehicles, equipment, or activities disturb or displace erosion control device, repair fiber roll at Contractor expense.

F. The District does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or Contractor negligence.

G. Contractor will perform visual inspections of the erosion control device installation in accordance with that required under Risk Level 1 of the Construction General

Permit (CGP), but no less frequently than weekly, prior to forecast rain events, daily during extended rain events, and after the conclusion of rain events as defined in the CGP.

23.03.03. Removal

A. When the Engineer determines that erosion control is not required, Contractor shall remove and dispose of devices

B. Holes, depressions, trenches, or any other ground disturbance caused by the removal of the erosion control devices will be backfilled with material approved by the Engineer.

23.03.04. Testing

A. There are no special requirements. However, Contractor shall periodically inspect and maintain the erosion control devices in accordance with the project approved SWPPP and the California Stormwater BMP Handbook, Sections SE-1 and SE-5, respectively.

23.03.05. Submittals

A. Submit a Certificate of Compliance for erosion control devices.

23.03.06. Measurement

A. Erosion control devices will not be measured.

23.03.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary erosion control devices, complete in place, including maintaining the devices, removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be considered as included in the lump sum price bid for **COMPLIANCE WITH NPDES GENERAL PERMIT, Bid Item No. 1**, if authorized by the District.

B. Costs incurred for repair or replacement of deteriorated or damaged materials until Project Completion shall be at the Contractor's expense, and no separate payment will be made therefor.

C. No additional payment will be made for multiple applications of temporary erosion control devices in the same work area.

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SECTION 24. EARTHWORK – NOT USED

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SECTION 25. TRAFFIC CONTROL

25.01. Traffic Control – Supplemental Bid Item No. 1

25.01.01. Scope of Work

A. If traffic control is required by the City's of San Jose and/or Milpitas due to the Contractor's plan to move materials and equipment to and from the project sites, the Contractor shall develop a traffic control plan in accordance with the following specifications.

B. Traffic Control shall consist of all work and materials necessary to maintain traffic and pedestrian access during all stages of the construction as shown on the Contractor's Traffic Control Plan(s) per California Manual on Uniform Traffic Control Devices (CA MUTCD), the Drawings, as specified in these Specifications, and as directed by the Engineer, including:

1. Preparation of, and approval by the City of San Jose and the City of Milpitas of the Contractor's traffic control plan(s) showing the vehicular traffic and pedestrian access, and access into and out of the project site, within the project limits throughout all stages of construction, per this Article, per General Provisions Article 10.10. Traffic Control and per Special Provisions Article 18.07. Traffic Control of these Specifications.

2. Providing flaggers on public roads as necessary throughout the construction stages;

3. Providing temporary pavement and trench plating as needed to maintain construction vehicle access; and

4. All other miscellaneous work necessary throughout the construction stages for the project to complete the traffic control as required to complete all items of work.

C. The Contractor shall maintain proper and adequate traffic control at the project area per the requirements of the City of San Jose and the City of Milpitas. Contractor's Traffic control plan(s) shall be prepared by a registered Civil or Traffic Engineer and submitted to the Engineer and the City of San Jose for approval.

D. The Contractor shall cooperate with the City of San Jose and the City of Milpitas authorities relative to handling traffic around the construction area and shall make arrangements relative to keeping the working area clear of parked vehicles so as to maintain sight visibility and access to adjacent properties.

E. The Contractor shall conduct operations and schedule cleanup so as to cause the least possible obstruction and inconvenience to traffic, pedestrians, cyclists, nearby schools, and adjacent property owners. All streets and sidewalk areas shall be swept clean in accordance with Article 10.10. Traffic Control, and 11.04.04. Streets, Roadways, Concrete Slabs, Sidewalks, and Paved Areas, of these Specifications.

F. Damage done by the Contractor during the course of work to adjacent city, Santa Clara County Parks or private property, including sidewalk and driveways leading into the construction site shall be repaired or replaced in kind in accordance with Article 16.05. Rights of Way, of these Specifications, or as directed by the Engineer at the Contractor's own cost.

G. Personal vehicles of the Contractor's employees, and the Contractor's equipment and vehicles shall not be parked on the City of San Jose and City of Milpitas traveled way or shoulders at any time. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic and pedestrians and shall travel in the direction of the traffic. Flaggers and traffic signs may be required to control this activity.

H. Those parts of public streets, right of way and sidewalks that are temporarily occupied by the Contractor, as approved by the Engineer, shall be immediately vacated and returned to public use when use thereof is no longer necessary for the construction work. For long-term situations where construction work will be delayed for over 30 days, temporary traffic control measures shall be removed and streets restored to public use.

I. Attention is directed to Section 3-702 Public Convenience, Section 3-703 Public Safety, and Section 4-12 Temporary Traffic Control, of the Caltrans Standard Specifications, and Article 8.01. Public Safety, and Article 17.01. Safety, of these Specifications. Nothing in these Specifications shall be construed as relieving the Contractor from responsibility as provided in said Section 3-703 Public Safety, of the Standard Specifications.

J. During hauling and excavation operations, a traffic lane on a two-lane street may be closed for periods not to exceed 5 minutes. Such traffic sign and flaggers as approved by the City of San Jose and the City of Milpitas for said lane closure shall be in place prior to closing the lane to traffic. After each closure, all accumulated traffic shall be allowed to pass through the affected area before another closure is permitted.

K. No work that interferes with public traffic shall be performed before 9:00 a.m., nor after 4:00 p.m., except work required under Section 3-702 Public Convenience, and Section 3-704 Public Safety, of the Caltrans Standard Specifications.

L. The Contractor shall coordinate with City of San Jose and City of Milpitas authorities and receive their approval if temporary lane closures on public roadways are necessary for the Contractor's operation.

M. Temporary lane closures shall consist of closing traffic lanes in accordance with the approved traffic control plan, the provisions of Section 4-12 Temporary Traffic Control, of the Caltrans Standard Specifications, and as specified herein. Temporary lane closures shall be removed when the Contractor is no longer occupying the lane.

N. Contractor is not relieved from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 3-704 Public Safety, of the Caltrans Standard Specifications.

25.01.02. Materials

A. Traffic control devices shall be in accordance with Section 4-12 Temporary Traffic Control, of the Caltrans Standard Specifications except as modified herein. If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

B. Construction Area Signs

1. Construction area signs shall conform to Section 4-1202B(6) Construction Area Signs, of the Caltrans Standard Specifications. These signs shall be furnished, installed, maintained and removed when no longer required as indicated in the Standard. All signs and other warning devices provided by the Contractor shall become the property of the Contractor after completion of the Contract.

25.01.03. Placement

A. No stockpiling of materials or parking of equipment will be allowed on streets and sidewalks that are open or accessible to the public.

B. Large equipment or construction trucks shall access the site in compliance with the City of San Jose and the City of Milpitas truck route ordinances.

C. All construction signs shall be placed in the field and shall be visible to drivers and not covered or blocked by trees or other fixed objects.

D. Contractor shall verify any sprinkler system conflicts before installing construction area signs in planting strip. Contractor shall replace landscaping upon removal of construction area signs.

E. Access to adjacent properties shall be maintained per Article 16.06. Access to Properties Owned by Others, of these Specifications.

F. Pedestrian access shall be maintained at all times in accordance with Article 17.01. Safety, of these Specifications.

G. The Contractor shall comply with the restrictions and approvals set forth by the City of San Jose and the City of Milpitas on the approved traffic control plan(s) and encroachment permit. The District shall impose liquidated damages to the Contractor for each day the Contractor fails to properly and adequately comply with the City's requirements. The Contractor is directed to Article 12.05. Liquidated Damages, of these Specifications.

H. Sidewalk work done on both sides of the street cannot be done simultaneously. One side shall remain open to pedestrians.

I. During sidewalk construction, alternative pedestrian access or 1-week advance notice of sidewalk closure shall be provided.

25.01.04. Testing

A. The Contractor shall accompany the Engineer to inspect the area, which will be affected by project construction, during the hours of darkness, to determine the adequacy of the traffic control plans before approving commencement of any construction work. The Contractor shall correct or add any traffic control devices deemed required by the Engineer.

25.01.05. Submittals

A. The Contractor shall submit to the Engineer the Contractor's Traffic Control Plan(s), approved by the City of San Jose and the City of Milpitas for right-of-way, at least ten (10) days prior to any work within the public right-of-way, which will affect traffic. No work impacting vehicular traffic and pedestrian access will be allowed prior to the approval of the Contractor's Traffic Control Plan(s) by the City of San Jose and the City of Milpitas.

25.01.06. Measurement

A. Traffic control shall not be measured.

25.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to provide Traffic Control as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer, including:

1. Preparation of, and approval by the City of San Jose and the City of Milpitas of the Contractor's traffic control plan(s) showing the maintenance of traffic and pedestrian access, work zones for any demolition, trenching and excavation, and access into and out of the project site, within the project limits throughout all stages of construction, per this Article, per General Provisions Article 10.10. Traffic Control, and per Special Provisions Article 18.07. Traffic Control, of these Specifications.

2. In addition to required traffic control items provided for the Contractor's traffic control plan, Contractor shall supply up to the number of required warning signs to adjust for unexpected field conditions or adjustments requested by the City of San Jose, the City of Milpitas or the District.

3. Contractor to provide flaggers during all lane closures and at all driveways when construction traffic is exiting and entering public roadways.

4. Provide temporary pavement and trench plating as needed to maintain construction vehicle access.

5. All of the above described work and all other miscellaneous work necessary throughout the construction stages for the project to complete the traffic control as required to complete all items of work, shall be included in the lump sum (LS) price bid for **TRAFFIC CONTROL, Supplemental Bid Item No. 1**, and no separate payment will be made therefor.

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SECTION 26. FENCING

26.01. Chain Link Fence – Bid Item No. 7

26.01.01. Scope of Work

A. Chain link fence shall consist of all labor and materials necessary to remove and dispose existing chain link fence, and install new Type CL-6 chain link fence, as shown on the Drawings, as specified herein, and as directed by the Engineer.

26.01.02. Materials

A. All pipe sizes specified are “Outside” diameter in inches and pipes shall be schedule 40, minimum.

B. All chain link fence materials shall conform to Section 4-80 of the Caltrans Standard Specifications and these specifications as follows:

1. Fabric: Continuous chain link fence, 2” mesh, 9-gauge, galvanized steel with 1.2 Oz. per square feet zinc coating.

2. Places inside of post (apart side) with knuckled selvages, top and bottom, unless specified otherwise.

3. Installed with 1” maximum clearance for finished surface and tied to the tension wire or top rail every 24 inches. Ties to post shall be every 12 inches.

C. Galvanized Steel Pipes:

1. Line Posts:

a. 6’ - 0” and less: 1 – 7/8” O.D. pipe weighting 2.72 lbs. per linear foot.

b. Over 6’ - 0”: 2 – 3/8” O.D. pipe weighting 3.65 lbs. per linear foot.

2. Corner and Terminal Posts:

a. 6’ - 0” and less: 2 – 3/8” O.D. pipe weighting 3.65 lbs. per linear foot.

b. Over 6’ – 0”: 2 – 7/8” O.D. pipe weighing 5.79 lbs. per linear foot.

3. Gate frames, top rails, and braces:

a. 1 – 5/8” O.D. pipe weighting 2.30 lbs. per linear foot (for top rails and braces only).

b. 1 – 7/8 O.D. pipe weighting 2.72 lbs. per linear foot (for gate frames only), and as shown on detail.

D. Tension Wires:

1. Top or Bottom:

a. 7-gauge, coil spring securely fixed to fabric and posts.

b. Gauge, galvanized steel wire (Aluminum ties will not be allowed).

E. Footings for posts:

1. Concrete for footings shall be class “B” (2500 psi) and to shed water.

F. Locking Material:

1. The Contractor shall provide 3’ of 5/16” proof coil chain, minimum as manufactured by Campbell Chain Co., or approved equal. Finish shall be hot dip galvanized. Padlocks shall be provided by the District.

G. General:

1. All material for framework shall be hot dip galvanized.

2. Fittings: Hot dip galvanized, pressed steel or malleable iron.

3. All truss rods shall be 3/8” diameter with tightener.

4. Spacing for posts shall not exceed 10’ O.C. (On Center) maximum.

5. Sections next to corner or terminal posts shall be supplied with standard 1 – 5/8” bracing at the mid-point and a truss rod assembly.

26.01.03. Placement

A. Fence posts will be set in minor concrete poured into hole without backfill. Concrete will conform to Section 4-90 of the Caltrans Standard Specifications.

B. Contractor shall install metal insert in accordance with the Drawings.

C. Posts shall be plumb, plus or minus 1/500.

D. Give wire ties at least 1 complete turn. Bend the wire tie ends away from pedestrian traffic.

E. Tighten truss rods and cables with turnbuckles or other fittings.

F. Install a thimble at each cable loop.

G. Stretch and fasten the chain link fabric securely to the posts, other members, and tension wires. Stretch the tension wires tightly.

H. Wherever necessary to conform to horizontal or vertical curvature, rework and fit the fabric to present a smooth, neat, and workmanlike appearance.

26.01.04. Testing

A. No special requirements for the new fencing.

26.01.05. Submittals

A. Contractor shall submit shop drawings for chain link fences shall be submitted by the Contractor to the Engineer at least 15 Days prior to any fence or gate installation. Chain link fence plans will be approved by the Engineer prior to commencement of any work.

26.01.06. Measurement

A. Chain link fence shall be measured by the lineal foot (LF).

26.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required to remove and dispose of existing fence, and install new chain link fence as shown on the Drawings and as specified in these Specifications shall be included in the unit price bid per lineal foot (LF) for **CHAIN LINK FENCE, Bid Item No. 7**, if authorized by the District.

26.02. Temporary High-Visibility Environmentally Sensitive Area Fence - Bid Item No. 11

26.02.01. Scope of Work

A. Temporary High-Visibility Environmentally Sensitive Area (ESA) Fence will consist of all work, materials, labor, and equipment necessary to construct the protective buffer zones to prevent construction Work from entering those zones. In addition, Temporary High Visibility ESA Fence delineates the Enhancement site as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer.

B. Temporary High-Visibility ESA Fence will be installed prior to site preparation work under Article 23.02 Site Preparation and maintained in a serviceable condition through the completion of planting and seeding. The fence will be inspected and, if necessary, repaired every Work Day prior to commencement of any Work on the Enhancement site.

C. Temporary High-Visibility ESA Fence will consist of fabric and supporting posts.

D. Temporary High-Visibility ESA Fence will be in accordance with Caltrans Standard Specifications Section 4-1603B Temporary High-Visibility Fences.

26.02.02. Materials

A. High-visibility fabric will be manufactured from polypropylene, polyethylene, or a combination of both.

B. Fabric will be stored and handled in accordance with ASTM D4873.

C. Fabric will be orange in color, contain UV inhibitors, and have a height above ground of at least 48 inches with openings from a minimum 1 by 1 inch to a maximum of 2 by 4 inches.

D. The minimum roll weight for a 4-foot by 100-foot roll of fabric will be 12 lb.

E. Post will be either wood or steel.

1. Wood posts will be:

   a. Untreated fir or pine and cut from sound timber (i.e. not rotten or hollow).

   b. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use.

   c. Pointed on the end to be driven into the ground.

   d. At least 2” x 2” in size, and 6 feet long.

2. Metal posts will:

   a. Be made of steel.

   b. Have a “T,” or other cross-sectional shape that can resist failure from lateral loads approved by the Engineer.

   c. Be pointed on the end to be driven into the ground.

   d. Weigh at least 0.75 pounds per foot.

   e. Be at least 6 feet long.

   f. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and fit snugly to the metal post.

26.02.03. Placement

A. Install posts at a maximum 8-foot center-to-center spacing.

B. Posts and supports for the ESA Fencing will be placed on the work area side.

C. Embed each post at least 16 inches.

D. Attach fabric to wood posts with nails or staples.

E. Attach fabric to steel posts with tie wires or locking plastic fasteners at a maximum spacing of 8 inches.

F. Reattach any detached fabric.

G. Replace any damaged fabric.

26.02.04. Testing

A. There are no special requirements.

26.02.05. Submittals

A. There are no special requirements.

26.02.06. Measurement

A. Temporary High-Visibility ESA Fence will be measured per lineal foot.

26.02.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Temporary High-Visibility ESA Fence, complete in place, including maintaining the fence, removal of materials, cleanup and disposal of debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be considered as included in the unit price bid per lineal foot for **TEMPORARY HIGH-VISIBILITY ESA FENCE, Bid Item No. 11**.

B. Costs incurred for repair or replacement of deteriorated or damaged materials until Project Completion will be at the Contractor's expense, and no separate payment will be made therefor.

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SECTION 27. BROADCAST SEEDING AND PLANTING

27.01. Broadcast Seeding and Planting—Bid Item No. 8

27.01.01. Scope of Work

A. Broadcast seeding and planting will consist of furnishing all material (except for the District provided plants), labor, and equipment necessary to perform the Work for broadcast seeding and planting as shown on the Drawings and as specified herein.

B. The work described in this Section will be performed in designated Enhancement areas for planting as shown on the Drawings and will include:

1. Soil preparation;

2. Import and spread planting soil where specified;

3. Acceptance of delivery of District-provided plants and providing storage, handling; layout and installation; and mulching;

4. Plant maintenance during the installation period until completion of the five (5)-year establishment and maintenance period; and

5. Cleanup.

27.01.02. Soil Preparation

A. Subsequent to clearing and grubbing, and prior to seeding and container plant and plug installation on slopes flatter than 3:1 (Horizontal to Vertical), Soil Preparation will consist of ripping soils to a depth of six (6) inches. Surfaces shall be disced or otherwise worked, in a method determined between the Contractor and the Engineer, to break all clods to two (2) inches or smaller in size. Substrate shall not be smoothed after scarifying is completed.

B. Contractor will import and spread imported planting soil at Scott-2 to replace road base material that has been removed per Article 27.01.04 Materials. Sites with existing native soil (e.g., Thompson) do not require imported materials. Except where deemed appropriate by the District's Restoration Specialist, fertilization will not take place, as many of the prescribed native plant species evolved under low nutrient conditions and are adapted to non-fertilized soils.

C. On streambank slopes steeper than 3:1, soil will be hand raked as directed by the Engineer prior to hydroseed application.

27.01.03. Submittals

A. Contractor will submit to the Engineer imported soil materials product information, including weed-free and pathogen-free, if available, certificate(s) for approval at least forty-eight (48) hours prior to commencing preparation. Planting

soils will not be applied until approved by the Engineer. Certified Topsoil Analysis Reports to include:

1. Quantities of materials required to bring onsite

2. Certification of topsoil compliance with gradation requirements

3. Certification of topsoil compliance with chemical attribute requirements

4. Certification of topsoil compliance with minimum ammonium bicarbonate DTPA (chelate) extractable nutrient requirements.

27.01.04. Materials

A. All imported materials (e.g., topsoil and mulch) shall be obtained from sources considered low-risk for pathogen contamination as described by Phytosphere Research to prevent the introduction of Phytophthora or other pathogens to the enhancement sites. Materials shall be free of pathogen contamination due to composition, manufacturing conditions, or effective heat treatment and subsequently handled and maintained in a manner to prevent contamination.

1. Contractor shall prepare a sanitized tarp to receive materials and store onsite before use. Materials delivered onto unclean surfaces will be considered contaminated and must be sanitized or rejected.

2. If materials must be transferred from one enhancement site to another, all equipment used must first be sanitized and the materials shall be placed on a newly sanitized tarp. Contaminated materials cannot be transferred between enhancement sites.

B. Topsoil

1. Topsoil shall consist of natural, friable, sandy loam, native upland topsoil with characteristics described in subsection 3 below. Topsoil shall be obtained from pre-approved off-site source.

2. Material shall be free from objects larger than 1-1/2 inches maximum dimension including hard clods of heavy clay, shale, decomposed shale or other subsoil, noxious weed parts (roots, seeds, or shoots), grass, refuse, stumps, roots, brush, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.

3. Topsoil shall have the following characteristics; resulting from a current agronomic and full textural class analysis of a topsoil sample collected from the actual soil proposed to be used. The results of the tests shall be submitted to the Engineer and must include sample date and reference the collection location.

4. Composition shall be in general accordance with ASTM D5268 subject to the following:

   a. Gradation

Texture Class	% of Total Weight	Average %
Sand (0.05-2.0 mm dia. range)	25-75	50
Silt (0.002-0.05 mm dia. range)	15-40	27.5
Clay (<0.002 mm dia. range)	15-30	22.5

   b. Chemical Attributes

Chemical Attribute	Range
pH	6.8-7.5
Organic Matter	1%-3%
Salinity	EC<2 mmhos/cm

   c. Topsoil shall contain the following minimum ammonium bicarbonate DPTA (chelate) extractable nutrients.

Nutrient	Concentration
Nitrogen	5 ppm air dried basis
Phosphorous	5 ppm
Potassium	30 ppm
Iron (Fe)	5 ppm

27.01.05. Placement

A. Soils to be revegetated will be lightly tilled or ripped to reduce compaction, increase aeration, and help facilitate healthy root growth. Areas with intact native vegetation will not be replanted and therefore will not be tilled. To avoid impacts to Waters of the U.S. and State, no soil tilling or ripping will be performed below the top of bank, as shown on the Drawings. Owner's representative will field verify the top of bank before construction begins. Planting and seeding are allowed below top of bank and below the Ordinary High Water Mark (OHWM).

B. Planting and Enhancement Zones:

   1. Planting Zones are mitigation areas where existing conditions are nonnative habitats with few native plants; mitigation activities will restore a native habitat.

      a. Planting zones will largely be cleared following target invasive/nonnative removal and most of the areas will be hand-graded, ripped, and/or tilled.

2. Enhancement Zones are mitigation areas where existing conditions are degraded native habitats with target invasives/nonnatives among native vegetation; mitigation activities will enhance the existing native habitat.

    a. Enhancement zones will have relatively little soil ripping or tilling to protect native vegetation but may have pockets of bare soil following invasive/nonnative plant removal.

C. Contractor will accompany the Engineer to confirm the soil preparation is adequate. Contractor will remedy identified areas as needed at no additional cost.

D. Imported Topsoil Placement:

1. Approved topsoil shall be placed at locations and to the thickness as designated in the Plans. Prior to final placement of topsoil, subsoil areas shall be roughened with furrows four to six inches (4-6”) deep to key the topsoil into the subsoil.

2. Water shall be applied to the topsoil in a fine spray by nozzles or spray bars so the topsoil areas will not be washed or eroded.

3. Uniformly distribute topsoil to within ½ inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.

4. Placed topsoil shall be stabilized immediately by:

    a. Preparing and seeding with the approved seed mixture and mulch,

    b. Installing perimeter erosion control logs, erosion control blanket, or hydromulch if specified in the Plans.

27.01.06. Testing

A. Contractor will conduct soil sampling and testing for hazardous materials in native soil per Article 19.05 Regulated Material Management.

B. Initial soil testing was conducted for soil nutrients, and it was determined that soil amendments would not be applied.

C. Imported topsoil analysis/testing shall be performed by county or state soil testing service or approved certified independent testing laboratory.

27.01.07. Measurement

A. Soil preparation will not be measured.

B. Imported Topsoil will be measured by the actual volume of topsoil imported as verified by Contractor submittals.

27.01.08. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in soil preparation, as shown on Drawings, as detailed in these technical specifications, and as directed by Engineer. All costs shall be included in the lump sum price bid for **BROADCAST SEEDING AND PLANTING, Bid Item No. 8,** if authorized by the District.

27.02. Seeding

27.02.01. Scope of Work

A. Seeding will consist of furnishing all material, labor, and equipment, necessary to perform the Work for broadcast seeding and mulching, drill-seeding, and hydroseeding as shown on Drawings and as specified herein for seeding at the completion of all clearing and grubbing for that area.

B. In general, seeding for any given area will occur after completion of all clearing and grubbing for that area; however, the Contractor may request approval from the Engineer to hydroseed a given area immediately after Clearing and Grubbing and prior to planting if there is a concern that hydroseeding will damage new plantings. The Contractor will manually broadcast seed in areas not accessible to hydroseeding or at the direction of the Engineer. The seed shall be raked in and the Contractor shall comply with all applicable requirements in this specification described for hydroseeding.

C. Plant Pathogen Infection Minimization

1. During Hydroseeding, Contractor will comply with procedures and equipment decontamination in accordance with Article 27.03.01.C. Plant Pathogen Infection Minimization.

D. Mulch will be applied to areas following broadcast seeding.

1. Mulch will be applied only to areas with up to a 3:1 slope.

2. Mulch will be organic, weed-free mulch with a one-quarter (1/4) inch minimum and one (1) inch maximum particle size and low salt content. Mulch will not be made of plant materials with allopathic chemicals. Mulch will be made from recycled, kiln-dried wood products. The Contractor will submit sample and mulch analysis for approval by the Engineer.

E. Qualifications

1. California Department of Pesticide Regulation Certified Pesticide Applicator’s license.

2. California Department of Pesticide Regulation Certified Pest Control Advisor.

3. International Society of Arboriculture certified arborist.

4. Certified Ecologist Restoration Practitioner or Practitioner in Training (CERP or CERPIT).

5. Certified Professional in Erosion and Sediment Control (CPESC).

6. The Contractor shall have demonstrated experience with a minimum of three completed projects that included installation of erosion control materials and application of native seeds.

27.02.02. Materials

A. General

1. Contractor is responsible for furnishing all seeding materials and site preparation material, sizes, and quantities specified in the Drawings.

2. The Contractor may propose substitute plant species from the material specified if the specified seeds are unavailable. Any substitution must be approved by the Engineer.

3. Materials not conforming to these Specifications and requirements shall remain the property of the Contractor and shall be removed from Enhancement site at no additional cost.

B. Broadcast/Hydroseed Mixture

1. Plant list of species and the total pounds of pure live seed for Broadcast/Hydroseed Seed Mix is provided in the following table:

Mitigation Broadcast/Hydroseed Mixture				
Seed Mix Name	**Habitat Type**	**Scientific Name**	**Common Name**	**Pounds of pure live seed per acre**
A	Oak Woodland, Upland Scrub, and Upland Herbaceous	*Elymus glaucus*	blue wild-rye	2.43
		Epilobium brachycarpum	tall annual willowherb	0.48
		Eschscholzia caespitosa	tufted poppy	1.11
		Hemizonia congesta	hayfield tarweed	0.30
		Melica californica	California melic	0.99
		Stipa pulchra	purple needle grass	2.97
		Trifolium willdenovii	tomcat clover	0.32
B	Riparian Forest and Riparian Scrub	*Achillea millefolium*	common yarrow	0.09
		Ambrosia psilostachya	western ragweed	0.16
		Cyperus eragrostis	tall flatsedge	0.60
		Elymus glaucus	blue wild-rye	2.43
		Hordeum brachyantherum subsp. *californicum*	California barley	2.58
		Ranunculus californicus	common buttercup	0.98
		Symphyotrichum chilense	Pacific aster	0.12

2. Percent purity and percent germination are given by the manufacturer and shall be submitted to the Engineer by the Contractor upon delivery.

3. Seed shall be from San Francisco Bay Area ecotypes (i.e., collected from one of the nine Bay Area counties). If a particular species is not available from San Francisco Bay Area ecotypes, alternate plant species may be substituted only upon approval from Engineer.

4. Seed may be available from Pacific Coast Seed (1925 N. MacArthur Drive Suite 100 Tracy, CA 95376, (925) 373-4417), Hedgerow Farms (21905 County Road 88, Winters, CA (530) 662-6847), or approved equal.

5. Seed shall be kept in a cool, dry, shaded place until utilized. Contractor shall request seed delivery immediately prior to installation. If seeding occurs later than 15 November, seeds will need to be placed in wet, cold storage prior to seeding.

C. Contractor will supply the following materials

1. 3,000 pounds per acre of virgin wood fiber mulch, Rainier Premium Wood Fiber Mulch or approved equal, and 150 pounds per acre of tackifier.

2. Sufficient water for application.

3. Coloring agent will be a light green biodegradable, nontoxic coloring agent free from copper, mercury, and arsenic.

D. The tackifier for hydroseeding areas will be an organic substance in powder form. It will be guar based and packed in clearly marked bags stating the contents of each bag. The tackifier will require no curing time, will remain soft and re-wettable and will not inhibit seed germination. Tackifier will be Turf Blaster Organic Tackifier or approved equal.

E. Water will be from a recycled water source.

27.02.03. Placement

A. Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

B. Contractor shall coordinate with Engineer to schedule inspection and acceptance of Broadcast/Hydroseeding mix.

C. In addition to the inspections specified, Engineer may make periodic progress inspections.

D. Engineer reserves the right to take and analyze samples of materials for conformity to these Specifications at any time.

E. Broadcast Seeding

1. Timing

a. Broadcast seeding shall occur following soil preparation.

b. Broadcast seeding for any given area shall occur after completion of all earthwork for that area and does not include temporary hydroseeding which is covered by the SWPPP per Section 19 of the Special Provisions: If construction is complete prior to October 15th of the construction year, then broadcast seeding shall occur immediately thereafter ideally as close as possible to the beginning of the rainy season. If seeding occurs later than November 15th, seeds will need to be placed in wet, cold storage prior to seeding. Contractor shall assume that seeding will occur after November 15th.

c. Broadcast Seed Mix application shall not take place if temperatures are over ninety (90) degrees Fahrenheit.

2. Layout

a. Contractor shall broadcast the Seed Mix in all enhancement zones and those planting zones which are not appropriate for hydroseeding (e.g., small and/or narrow areas).

3. Installation

   a. The Contractor shall apply the seed mix evenly and at the rates specified in the Mitigation Hydroseed/Broadcast Mixture Table under Article 27.02.02-B Broadcast/Hydroseeding Mix of these Specifications.

   b. Immediately after seed application, Contractor shall rake all seed into soil. Contractor shall rake seed bed lightly to cover seed with one-eighth (1/8)-inch to one-quarter (1/4)-inch layer of soil. Seed cover shall not exceed one-quarter (1/4) inch.

F. Hydroseeding

1. Timing

   a. Hydroseeding will occur following soil preparation.

   b. Hydroseeding for any given area will occur after completion of all clearing and grubbing for that area. If possible, hydroseeding will occur as close as possible to the beginning of the rainy season. If seeding occurs later than November 15th, seeds will be placed in wet, cold storage prior to seeding. Contractor will assume that seeding will occur after November 15th.

   c. Hydroseeding application will not take place if temperatures are over ninety (90) degrees Fahrenheit.

2. Layout

   a. Contractor will hydroseed in areas shown on Drawings or directed by the Engineer.

3. Installation

   a. The Contractor will apply the seed mix evenly and at the rates specified in the Mitigation Hydroseed/Broadcast Mixture Table under Article 27.02.02-B Broadcast/Hydroseeding Mix.

   b. The Contractor will hand water the seeded area if required by weather conditions and to ensure growth. Erosion will be repaired by restoring finished grades and re-seeding.

   c. Hydroseeding will be installed in accordance with Article 27.02 Seeding of these specifications, except as modified herein.

G. Hydroseeding Application and Preparation

1. Slopes along streambanks steeper than 3:1 require hydroseed application with CocoFlex ET Flexible Growth Medium or similar product as approved

by the Engineer. Follow manufacturer's installation instructions and application rates.

2. Contractor may propose alternative slope stabilization product(s) for approval by the Engineer.

3. The Contractor will plan and execute hydroseeding so as to allow the seeds to establish and grow prior to November 15 of the construction year.

4. After the final application, do not allow pedestrians or equipment on the treated areas.

5. Should the seed applied by the hydroseeding process to any area fail to grow and establish by November 15 of any construction season, the Contractor will reapply the hydroseed mixture at no additional cost to the District.

6. Additional seed will be from San Francisco Bay Area ecotypes, when available. Seed may be available from Pacific Coast Seed (533 Hawthorn Place, Livermore, CA, (925) 373-4417), or approved supplier.

7. The Contractor will hand water the hydroseeded area if required by weather conditions and to ensure growth. Washed out areas or erosion will be repaired by restoring finished grades and re-seeding.

H. Site Cleanup

1. Contractor shall clean up the Project site following seeding activities as follows and as directed by Engineer.

   a. Reapply broadcast seed and/or hydroseeding to any bare soil areas disturbed during plant installation, as directed by Engineer, per Article 27.02.03. E. "Broadcast Seeding" and Article 27.02.03 F. "Hydroseeding" above.

   b. Clean Project site and Work area of all containers, packaging, and other debris resulting from seed installation operations.

   c. Dispose of all debris legally at licensed disposal facilities.

   d. Remove temporary items.

I. Acceptance of Work

1. Engineer will accept Work when all improvements and corrective Work have been performed as specified and to the satisfaction of Engineer.

2. Following inspection and acceptance of the completed Work, Work described in Article 28.01 Plant Establishment and Maintenance, of these Specifications shall begin.

27.02.04. Testing

A. No special requirements.

27.02.05. Submittals

A. Contractor shall submit licenses and certification per Article 27.02.01.E. "Qualifications" of these Specifications.

B. Broadcast/Hydroseed Seed Mix: Contractor shall submit seed mix certificate, including origin of seed, for approval forty-eight (48) hours prior to commencing soil preparation. This certification submittal shall be approved by the Engineer prior to delivery of any seed to the site.

C. Seeding Completion Memo: Upon completion of seeding, Contractor shall submit a memo documenting the final seed quantities by species and the date installed at the Enhancement site.

27.02.06. Measurement

A. Broadcast Seeding and Hydroseeding will not be measured.

27.02.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all Work involved in broadcast seeding, hydroseeding, and other Work as shown on Drawings, as detailed in these technical specifications, and as directed by Engineer. Engineer will confirm completion of broadcast seeding and hydroseeding. All costs shall be included in the lump sum price bid for **BROADCAST SEEDING AND PLANTING, Bid Item No. 8**, if authorized by the District.

B. Work in accordance with Article 19.11. Plant Pathogen Management by the Contractor will be included in the lump sum price bid for **BROADCAST SEEDING AND PLANTING, Bid Item No. 8,** and no separate payment will be made therefor.

C. Costs incurred for repair or replacement of bare, sparse, or damaged areas shall be considered as included in the lump sum price bid for **BROADCAST SEEDING AND PLANTING, Bid Item No. 8,** and no separate payment will be made therefor.

27.03. Planting

27.03.01. Scope of Work

A. Planting shall consist of furnishing all material, labor and equipment necessary to perform the Work for planting as shown on Drawings and as specified herein for planting at the completion of all clearing and grubbing for that area.

B. The work described in this Article will be performed in designated planting zones and enhancement zones shown on the Drawings and will include:

1. Site preparation;

2. Plant material procurement including cuttings; delivery, storage, and handling of District provided plugs and container plants; layout and installation; and mulch;

3. Plant maintenance during the installation period until commencement of the five (5)-year establishment and maintenance period; and

4. Cleanup.

C. Plant Pathogen Infection Minimization

1. Contractor shall follow best management practices (BMPs) for minimizing the spread of Phytophthora species (Working Group for Phytophthoras in Native Habitats 2020, or more current guidance).

a. Prevent contamination of clean nursery stock or other clean plant materials.

(1) Planting materials shall be protected from potential contamination from the point that materials leave the production nursery or collection site until materials have been planted. Note that container nursery stock has a high risk of infection by Phytophthora species if exposed to these pathogenic agents. Exclusion of these pathogens provides the only viable option for maintaining nursery plants free of Phytophthora.

(2) Nursery plants shall be transported on or in vehicles or equipment that has been sanitized before loading the stock. Truck beds, racks, or other surfaces will be cleaned (swept, blown with compressed air and/or power washed as needed) to be free of soil and plant detritus. Cleaned surfaces shall be sanitized by (a) spraying with 70 percent ethyl or isopropyl alcohol, (b) rinsing with diluted chlorine bleach (at least 0.525 percent sodium hypochlorite) or (c) rinsing with a quaternary ammonium solution used at the concentration and exposure time described on the product label.

(3) Delivered nursery plants that will be held before planting shall be transferred to cleaned and sanitized raised benches or placed on a clean, previously unused plastic tarp, and maintained as described in these Specifications.

(4) At the job site, plants shall be handled to prevent contamination until delivered to each planting site. Nursery stock shall not be staged on the soil or other potentially contaminated surfaces except that plants may be placed on the soil surface at their specific planting sites.

(5) Keep plants in sanitized vehicles or on sanitized carts, trailers, etc. until delivered to their planting sites if possible.

(6) If it is necessary to offload plants at the job site, plants may be placed on clean waterproof plastic tarps or other clean, sanitized surfaces. If tarps are used for holding plants, one surface will be dedicated for contact with nursery stock and will be cleaned and sanitized as needed to maintain phytosanitary conditions.

(7) Washing, soaking, or irrigation of plant material shall be conducted using clean water sources. Untreated surface waters shall not be used for these purposes.

(8) Mulch and other organic products shall be pre-approved for use before delivery to the planting site. Materials shall be free of pathogen contamination due to composition, manufacturing conditions, or through effective heat treatment and subsequently handled and maintained in a manner to prevent contamination. If appropriate, testing may be required as specified by the Engineer. At the job site, other delivered materials shall be handled to prevent contamination until delivered to each planting site in the same manner specified for plant material.

(9) All other materials to be installed at the site shall be of new material that has not been stored in contact with soil or other potentially contaminated materials. This includes irrigation supplies (such as pipe, fittings, valves, drip line, emitters, etc.), erosion control fabrics, fencing, stakes, posts, and other planting site inputs.

b. Prevent contamination of planting area by infested soil or plant debris from other locations.

(1) Phytophthora contamination can be present in agricultural and landscaped areas, in commercial nursery stock, and in some infested native or restored habitat areas. Contamination can be spread via soil, plant material and debris, and water from infested areas. Practices are based on Valley Water's approved BMP for Plant Pathogen Control at Contaminated Sites and Sensitive Sites, with additions specific to planting operations.

c. Prior to entry at a planting area:

(1) Vehicles, equipment and large tools must be thoroughly cleaned before arriving at the planting area.

(2) Compliance with this provision is achieved by demonstrating that the vehicle or equipment has been cleaned at a commercial vehicle or appropriate truck washing facility.

(3) Equipment must be free of soil and debris on tires, wheel wells, vehicle undercarriages, and other surfaces.(A high-pressure washer and/or compressed air may be used to ensure that soil and debris are completely removed).

(4) The interior of equipment (cabs, etc.) must be free of mud, soil, gravel and other debris (interiors may be vacuumed or washed).

(5) Footwear and small tools must be thoroughly cleaned before arriving at the planting area. This includes hand-held garden hoses, hose nozzles, quick couplers and irrigation wands.

(a) Shoe soles must be free of debris and soil. (Water, a stiff brush, screwdriver or similar tool can be used to remove soil from shoe treads).

(b) Once soil or debris have been removed, an appropriate sanitizing agent of ethyl or isopropyl alcohol (at least 70 percent concentration) must be used to kill pathogen spores which may be present on boot soles or tools (sanitizing agent may be applied by using spray bottles filled with alcohol to thoroughly wet the surface). Boot soles and hand tools must be sprayed with enough alcohol that surfaces are fully coated and wet. (Brushes and other implements used to help remove soil will be cleaned with alcohol after use.)

(6) At the start of each workday at the job site, worker clothing shall be clean (laundered) and free of mud, soil or detritus.

(7) Gloves must be new (if disposable) or laundered/sanitized at the start of each workday. Non-disposable gloves should be made of or coated with material such as nitrile that can be sanitized with alcohol.

d. Prevent potential spread of contamination within planting areas.

(1) Planting operations have the potential to quickly spread Phytophthora contamination throughout an entire planting area. Good working practices shall be followed at the job site to minimize the likelihood that undetected contamination will be spread. It is not possible to guarantee that every portion of a planting area is free of Phytophthora contamination. Areas with higher risk of contamination include areas adjacent to planted landscaping, areas with existing or recently removed woody vegetation, and areas directly along watercourses. Areas with low risk of contamination include those with only grassy vegetation or where surface soils have been removed. The Engineer may designate specific portions of a planting area as having high or low risk of contamination.

(2) Before entering the job site, field workers shall receive training that includes information on Phytophthora diseases and how to prevent the spread of these and other soil borne pathogens by following approved phytosanitary procedures. Contractors shall provide documentation that such training has been provided.

(3) Conduct planting operations under conditions that allow for adequate decontamination of equipment, tools, gloves, and shoes. Avoid planting under wet conditions or when soil is muddy.

(4) Phase work to minimize movement between areas with high and low risk of contamination. Where possible, complete work in low-risk areas before moving to higher risk areas. Alternatively, restrict personnel to working in either high or low risk areas exclusively to reduce the need for decontamination.

(5) Minimize unnecessary movement of soil and plant material within the planting area, especially movement from higher risk to lower risk areas.

(6) Clean soil and plant debris from large equipment and sanitize hand tools, buckets, gloves, and footwear when moving from higher risk to lower risk areas or when moving between spatially separated portions of the planting area.

(7) Brush off substantial soil contamination from tools, and gloves when moving between successive planting sites to

prevent repeated collection and deposition of soil across multiple sites.

(8) Avoid contaminating clothing with soil during planting operations. Use nonporous kneeling pads that are cleaned between planting sites if kneeling is necessary.

(9) When possible, plant nursery stock from a given block in the same local area rather than spreading it widely. If a problem is associated with a given block of plants, it will be easier to detect and deal with it if the plants are spatially grouped.

27.03.02. Materials

A. General

1. Contractor is responsible for inspecting and accepting the District provided the plants, and site preparation material, sizes, and quantities specified in the Drawings for the initial planting and for any required re-planting during the establishment and maintenance period.

2. The District may propose substitute plant species from the material specified if the specified plant species are unavailable.

3. Materials not conforming to these Specifications and requirements will remain the property of the Contractor and will be removed from Enhancement site at no additional cost.

B. Herbivory protection devices

1. Contractor will procure caging to protect root balls from burrowing rodents (e.g., voles, gophers). Product will be Vole King Stainless Steel Series or similar and will be installed on TB2 and TB4 container plants at Thompson.

2. Contractor will procure tree tubes and/or wire caging to protect above-ground vegetation from herbivores (e.g., rabbits, deer). Tree tubes will be Tree Pro Slit Tube tree shelters or similar, including ventilation holes, installed with bamboo stakes or similar. Individual tree cages will be chicken wire or woven wire with holes large enough to avoid entrapment of amphibians and reptiles. Tree tubes and/or wire caging will be installed on TB2 and TB4 container plants only above top of bank.

C. Container Plants, Cuttings, and Plugs

1. Plant list of species and the total quantities is provided in the following table:

Container Plants and Plugs			
Scientific Name	**Common Name**	**Container Types**	**Quantity**
Tree and Shrub Species			
Acer negundo	box elder	TB4	17
Aesculus californica	California buckeye	TB4	17
Artemisia californica	California sagebrush	TB2	4,342
Baccharis pilularis	coyote brush	TB2	1,085
Baccharis salicifolia	mule fat	cutting	141
Cornus glabrata	brown dogwood	TB2	22
Eriogonum fasciculatum	California buckwheat	TB2	3,060
Frangula californica	California coffee berry	TB2	798
Quercus agrifolia	coast live oak	TB4	41
Quercus lobata	valley oak	TB4	41
Rosa californica	California rose	TB2	438
Salix laevigata	red willow	cutting	31
Salix lasiolepis	arroyo willow	cutting	55
Salvia mellifera	black sage	TB2	3,060
Sambucus mexicana	blue elderberry	TB2	30
Herbaceous Species			
Artemisia douglasiana	mugwort	TB2	450
Asclepias fascicularis	narrow-leaf milkweed	plug	391
Baccharis glutinosa	marsh baccharis	plug	117
Clematis ligusticifolia	western virgin's bower	TB2	116
Epilobium canum	California fuchsia	TB2	3,060
Rubus ursinus	California blackberry	TB2	390

2. Should spiraling roots exist on the outside of the soil/root mass upon the removal of the plants from the containers, the Contractor will be instructed to either cut these roots or separate and spread them out from the soil/root mass prior to planting.

3. Cuttings

a. Where cuttings are specified and the species has been documented onsite, cuttings may be taken from existing plants. The Contractor and/or nursery will not collect cuttings in the vicinity of past restoration plantings or other areas where

Phytophthora infestations are known, suspected, or likely. The Engineer shall evaluate and approve cutting collection areas in advance and may require testing of proposed sites. Cost of required testing shall be negotiated between the Engineer and the Contractor prior to contract agreement. The Contractor and/or nursery will follow best management practices for minimizing the spread of Phytophthora species (Working Group for Phytophthoras in Native Habitats 2020, or more current guidance).

b. Cuttings will be collected during the species' dormant period (typically fall and winter), kept moist, and installed within one week of collection. Collection during late fall/early winter will coincide with the species' dormancy period and the planting schedule; cutting source populations should be identified prior to leaf drop to ensure proper species identification. Cuttings shall not be collected when the air temperature is greater than 70 degrees Fahrenheit.

c. Cuttings shall be collected from various sources to promote genetic diversity of the plant material. Do not cut more than 30 percent of the plants in a designated area. Do not cut more than 30 percent of each individual plant. Leave a minimum of 70 percent of each individual plant intact. Leave a minimal impact to donor areas. Select for collection only branches whose removal will not impair the parent tree's health and appearance. Remove branches from the inside of the crown area rather than the more visually obvious exterior area.

d. Cuttings shall be taken from healthy trees that are at least 1 year old or older and only straight branches should be used. The optimal age is 4-5 years, smooth barked, not with deeply furrowed bark. Do not collect suckers and current year's growth (these do not have sufficient energy reserves).

e. Cuttings shall be harvested with pruning shears, lopping shears, small wood saw, or brush cutters. Do not use a chain saw. Do not use anvil type shears of any type (these tend to crush and split cutting ends). Make cuts with sharp, clean tools. Make clean cuts without any additional damage or scarring of parent tree. For easy recognition of top and bottom of cutting at time of planting, cut off top end with a horizontal square cut above a leaf bud, bottom end with a cut at 45-degree angle below a leaf bud. Leaf bud scars shall point up.

f. Cuttings shall be cut into sections with the stem diameter between 3/4 and 3 inches at the base. Cutting lengths must be site-specific and must be long enough such that once installed, new roots can access the low flow water table (i.e., if planting surface is 4 feet above the low flow water table, the cutting must be at least 5 feet

in length). No cuttings shall be made from the tips of branches. A clean, angled cut (approximately 45-degree angle) shall be made at the base. All other branches shall be removed from the primary cutting.

g. Stripping: Remove all side branches and all leaves along the entire length of each cutting, immediately at time of collection, so cutting is one single stem. Stems shall be straight and un-branched from the base of the stem through at least half the stem length. Spread pruned-off branches and trimmings in the designated willow cutting areas so that no areas are left unsightly.

h. Dipping: Seal top end of each cutting by dipping it in 50:50 mix of light-colored latex paint in water. Assign one different color to each species. Use pure latex paint only. Do not use other synthetic paints or paints containing lead additives. Comply with all legal requirements regarding VOC (Volatile Organic Compounds).

i. Packaging: Bundle cuttings in quantities of 5 or 10 to facilitate counting, and label by species (in addition to dipping in paint). Wrap bundles in burlap or other suitable material that protects the cuttings from sunlight, heat, and wind, and allows air to circulate. Proper soaking consists of saturating at least one third of the basal end of the cuttings in water for the specified period (at least 24 hours) in a shaded location. Avoid soaking latex painted cutting tops.

j. Temporary Storage: Under no conditions shall any cuttings be allowed to dry out. Any temporary storage (less than 24 hours) shall ensure that cuttings are maintained in a moist, shaded, and cool condition.

4. The plants shall appear healthy with no leaf spots, leaf damage, leaf discoloration, chlorosis, leaf wilting or curling, or evidence of insects on the leaves. If dormant, woody plants shall have an abundance of well-developed terminal buds on the leaders and branches and have a cambium which is light green to yellowish green in color.

a. The Engineer reserves the right to reject any plants not appearing healthy at delivery to the Enhancement site. The replacement of any damaged or unhealthy plant material, as determined by the Engineer, shall be covered by the Contractor at no additional cost.

b. Contractor shall not install container plant, cuttings, or plugs prior to review and acceptance by Engineer upon delivery of plant material to Enhancement site or install plant material that has been rejected by Engineer.

5. The soil and root mass of containerized plant material will be saturated upon delivery to the job site. Plants that are dry or lightweight will be rejected. If not planted immediately after delivery to the job site, the plants will be stored in an area that is not exposed to direct sun or wind and will be maintained moist, through periodic watering, until time of planting.

D. Mulch

1. Mulch shall be organic, weed-free mulch with a one-quarter (1/4) inch minimum and one (1) inch maximum particle size and low salt content. Mulch shall not be made of plant materials with allopathic chemicals. Mulch shall be made from recycled, kiln-dried wood products. The Contractor shall submit sample and mulch analysis for approval by the Engineer.

2. Materials shall be free of pathogen contamination due to composition, manufacturing conditions, or through effective heat treatment and subsequently handled and maintained in a manner to prevent contamination. If appropriate, testing may be required as specified by the Engineer. At the job site, other delivered materials shall be handled to prevent contamination until delivered to each planting site in the same manner specified for plant material.

E. Delivery

1. The District’s contracted nursery will provide the plants for the initial planting and for any required re-planting during the establishment and maintenance period. The nursery will deliver the plants will be delivered to the Enhancement site.

2. The Contractor shall provide the Engineer five (5) days advance notice of the proposed date(s) of all plant needs.

3. The Contractor shall protect plants from the point of delivery to points of installation.

4. The Contractor and the Engineer shall perform a joint Delivery Plant Inspection and inventory of the condition of the plants at the time the Contractor takes delivery of the plants. If plant materials are not deemed acceptable, then delivery may be delayed within the Installation Period until plant materials are determined to be conforming with these specifications by the Engineer.

F. Storage

1. Plants (including container plants, cuttings, and plugs) not installed on the day of arrival at the project site shall be stored and protected by the Contractor in areas approved by the Engineer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Any covering provided to protect the plants must allow air to circulate to avoid internal overheating. The plant's soil shall be kept in a moist condition until

planted. Plants shall be stored in a manner that adheres to the Specifications per Section 27.03.01.C “Plant Pathogen Infection Minimization”. Container plants damaged due to improper storage by the Contractor shall be replaced before the start of plant installation at the Contractor’s expense.

27.03.03. Placement

A. Access: Contractor shall inspect the Enhancement and Planting sites and become familiar with any access requirements, access restrictions, and any other site conditions.

B. Contractor will coordinate with Engineer a minimum of ten (10) working days prior to plant layout to schedule plant layout inspections and work.

1. Contractor will mark the extents of each planting or enhancement site for inspection by Engineer.

2. Upon approval of marked planting zone extent, Contractor will flag plant centers by species as shown on Drawings using a clearly visible, unique flag for each species for inspection by Engineer. Engineer reserves the right to make minor adjustments in the layout of all plant material.

3. Upon approval of plant center flagging, Contractor will lay out plants in the field.

C. Timing

1. Planting shall occur after completion of nonnative plant removal and soil amendment and preparation activities for that area. Planting shall occur within the rainy season (e.g., October–February).

2. Planting operations shall be performed only during periods when beneficial results can be obtained, ideally right before or after the onset of the first fall rains. This timing will help maximize success of plant establishment as it typically coincides with most plant species’ dormancy period and minimizes the need for initial irrigation. When excessive moisture, winds, or other unsatisfactory conditions prevail, the work will be stopped as directed by the Engineer. If the temperature is expected to be 90 degrees Fahrenheit or greater, the Contractor will schedule plant installation in the mornings to avoid stressing plants.

3. When special conditions warrant a variance to the planting operations, changes to operations will be submitted in writing to and approved by the Engineer.

4. The Contractor shall be prepared to install plants at the earliest time when all conditions (weather, moisture, temperature, tides, and river flows, etc.) are acceptable.

D. Planting Layout

1. The location of planting zones and associated species palette, quantity, and spacing of cuttings, plugs, and container plants will be implemented as shown in the Drawings and field fit as necessary.

2. During plant installation, Contractor shall comply with equipment decontamination procedures outlined in Section 27.03.01 “Scope of Work” Item C “Plant Pathogen Infection Minimization”, of these Specifications.

3. Contractor shall begin container plant and plug installation in the areas furthest from the access point. This process is intended to minimize disturbance of installed plants. Additional efforts shall be made to limit trampling of Enhancement/Planting sites, including restricting foot traffic to a single-track pathway where feasible, rather than crisscrossing the Enhancement/Planting site in multiple locations. Workers shall leave the main path only to perform Work at specific locales within the Enhancement/Planting site.

E. Irrigation

1. Immediately after installation, all plantings and cuttings will be thoroughly watered. If root crowns become exposed, additional soil will be placed throughout the planting hole to raise the soil to the correct level.

2. The water supply and irrigation system will be complete and operational prior to planting to the satisfaction of the Engineer in accordance with Technical Provisions Section 29. Irrigation Installation and Removal and Section 30 – Irrigation Maintenance.

3. All plant materials including container plants, plugs, and cuttings shall be installed under moist soil conditions at planting locations. If the soil in and around the planting location is not wet prior to planting, the soil shall be watered and maintained in a moist state until container plants, plugs and cuttings are planted. Planting shall not be conducted in an area until the soil is moist to a minimum depth of 6 inches below the planting depth, unless otherwise permitted by the Engineer.

F. During plant installation operations, care will be taken to avoid damaging existing facilities, levees and berms, overhead utilities, roads and access ramps, sensitive habitats, or any other items on or around the Enhancement/Planting sites.

G. All rocks greater than three (3) inches in diameter will be removed from the excavated soils. Where rock or other hard material prohibits holes from being excavated to the dimensions specified, new holes will be excavated and the abandoned holes will be backfilled with the excavated material.

H. Planting holes will be excavated by hand digging or handheld augers. Water jets will not be used for the excavation of planting holes. Immediately prior to installation, container plants and plugs will be thoroughly moistened.

I. Container Plant Installation:

1. The Contractor will remove container plants from their containers without damage to the plant or root system. Installation of plants immediately after removal from the container minimizes root exposure to air. For container plants, a hole will be prepared that is 1.5 times depth of the container and 1.5 to 2 times the diameter of the root ball. The plant will be placed so the root crown is 0.5 inch above the soil surface, and the hole will be backfilled with the original soil that was removed. The Contractor will backfill carefully with existing soil, working around the root ball, then tamp soil so that all air pockets are removed and the plant is secure and at the proper grade. Additional fill will be placed due to settlement of soil as required. If planting is on a slope, a downslope berm that is 4 inches tall will be installed to form a basin for retaining water.

    a. At Thompson, the Contractor will use hardware scissors to cut the appropriate length of rodent protection caging for the size of each container plant. After a length has been cut, the sleeve shall be twisted at one end and inverted to form a basket. The container plant will be installed with the caging and backfilled.

    b. At sites with plantings above top of bank, the Contractor will install tree tubes or wire caging to container plants immediately after planting. The height of the tube or cage will be appropriate to prevent herbivory by rabbits. Deer may be present but are unlikely. Follow manufacturer installation instructions and use at least one stake. To avoid small rodents seeking shelter in the tree tube and girdling the trunk, there must not be a gap between the bottom of the tree tubes and the ground surface.

2. The Contractor will remove plants from containers in such a manner that the root ball is not broken and gently loosen lower one-third (1/3) of root ball prior to installation.

J. Plug Installation:

1. Plugs will be planted in planting holes slightly deeper than the length of the plugs; plugs will be inserted deeply so that the top of the plug soil is at least 0.5 inches below the adjacent native soil. Firm soil around plugs and cover all nursery soil with 0.5 inch of native soil.

K. Cutting Installation:

1. Quality: Do not use cuttings that have been allowed to dry out. Dispose of unused cuttings.

2. Adjustment: Do not cut or prune cuttings after their initial collection to adjust them to the pit size or for any other reason. The growth hormones concentrate at both ends of the cutting immediately after collection. A second cutting for length adjustment would remove most of these hormones and substantially limit the probability of growth of the cutting.

3. Planting Pits: Make planting pits perpendicular to the ground and form with a steel bar, auger, or stinger probe attached to an excavator or backhoe or similar tool or equipment. Make pits large enough so that cuttings may be planted to the proper depths without damage to the bark. Where rock or other hard material prevents the installation of cuttings as specified, new pits shall be excavated elsewhere and the abandoned pits backfilled.

4. Planting Depths: The Contractor shall place cuttings, with the plant buds facing up, into the soil so that the rooting end of the cutting is 6 to 8 inches below the level of the low flow channel.

5. Installation Method: Plant cuttings with the bottom angle-cut ends in the ground and latex painted straight-cut tops above ground. Bottom of cutting shall be treated with rooting hormone. Leaf bud scars shall point up. Avoid damaging cuttings, stripping their bark, or splitting them during installation. Remove and replace split or damaged cuttings. Do not hammer cuttings into the soil.

6. Cuttings shall be installed vertically so that the narrow branch end is exposed above grade and buds are facing upward. All cuttings shall be installed with ⅔ of their length below grade and at least 3 to 4 buds above ground. At no time shall fertilizer be applied to cuttings. Backfill materials shall be tamped in place to completely encircle the cutting and leave no air pockets.

7. Cuttings shall be watered immediately following installation.

8. Backfilling: It is essential for the planted cuttings to have good contact with the soil and the water table for roots to sprout. After inserting the cutting into a planting pit, prepare mud slurry by mixing soil and water, and fill the planting pit with it. Then, thoroughly tamp the soil around the cutting to remove any air pockets. Compaction shall be adequate to prevent the cuttings from being easily removed from the soil.

L. Mulch:

1. The Contractor shall install an approximate three (3) inch layer of mulch at the site.

M. Inspection:

1. Contractor will coordinate with Engineer to schedule inspection and acceptance of the planting installation and layout.

2. In addition to the inspection specified, Engineer will make periodic progress inspections.

N. Site Cleanup:

1. Contractor shall clean up the Enhancement/Planting site following planting activities as follows and as directed by Engineer.

   a. Clean Enhancement/Planting site and work area of all containers, packaging, and other debris resulting from plant installation operations.

   b. Neatly stack and stockpile all plant containers for pick up by District's contract plant nursery for sterilization and reuse

   c. Dispose of all debris legally at licensed disposal facilities.

   d. Remove temporary items.

O. Acceptance of Work:

1. Engineer will review and confirm completion of planting.

2. Engineer will accept Work when all improvements corrective Work have been performed as specified and to the satisfaction of Engineer.

3. Following inspection and acceptance of the completed Work, Work and acceptance of the Planting Completion Memo described in Technical Provisions Section 28. Plant Establishment and Maintenance will begin.

27.03.04. Testing

A. No special requirements.

27.03.05. Submittals

A. Contractor qualifications and license:

1. Contractor qualifications, per Article 27.02.01 "Scope of Work" Item E "Contractor Qualifications" of these Specifications..

B. Container Plants and Plugs implementation schedule

C. Mulch sample and analysis for approval by Engineer.

D. Planting Completion Memo: Within thirty (30) days of the end of the plant installation period, the Contractor will submit a complete list of all plantings, including container plants and plugs by species, size, location and date(s) planted. The location of the plantings will be documented by marking-up a copy of the contract drawings.

27.03.06. Measurement

A. Planting work will not be measured.

27.03.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all Work involved in plant layout, container plant and plug installation, and other Work as shown on Drawings, as detailed in these technical specifications, and as directed by the Engineer. All costs shall be included in the lump sum price bid for **BROADCAST SEEDING AND PLANTING, Bid Item No. 8**, if authorized by the District.

27.04. Scott-1 and Scott-2 Sites – Supplemental Bid Item No. 2

27.04.01. Scope of Work

A. If directed by the District, the Contractor shall perform site preparation Work, planting and seeding, irrigation installation and removal, plant establishment and maintenance, and irrigation maintenance as shown on the Drawings for the Scott-1 and Scott-2 planting and enhancement sites.

B. All Work under this Supplemental Bid Item shall also include Work from the following:

1. Compliance with NPDES General Permit, Article 19.01.
2. Noise Pollution Monitoring, Article 18.03.
3. Migratory Birds, Article 19.07.
4. Plant Pathogen Management, Article 19.11.
5. Contractor’s Quality Control, Article 20.04.
6. Mobilization and Demobilization, Article 23.01.
7. Site Preparation, Article 23.02.
8. Broadcast Seeding and Planting, Section 27
9. Plant Establishment and Maintenance, Section 28
10. Irrigation Installation and Removal, Section 29
11. Irrigation Maintenance, Section 30.

C. The Contractor shall follow all District obtained permit conditions per Article 18.01. and Contractor obtained permit conditions per Article 18.01.02.

D. The Scott-2 site includes an existing access road that will require the Contractor to scarify, remove and dispose of the aggregate base course surface material. The base course surface material will be replaced with imported planting topsoil per Article 27.01.02. paragraph B, Soil Preparation, Article 27.01.03. Submittals, and Article 27.01.04. Materials. The Contractor will be required to furnish and place imported planting topsoil at the Scott-2 Site.

27.04.02. Materials

A. The Contractor's attention is referred to the "Materials" portion of the listed Articles and Sections provided under Article 27.04.01. B above.

27.04.03. Submittals

A. The Contractor's attention is referred to the "Submittals" portion of the listed Articles and Sections provided under Article 27.04.01. B above.

27.04.04. Measurement

A. Scott-1 and Scott-2 Sites will not be measured.

27.04.05. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all Work involved in planning, preparation, and execution of the Scott-1 and Scott-2 Sites, as described in Article 27.04.01. Scope of Work, as specified in these Specifications, and as directed by the Engineer shall be included in the lump sum price bid for SCOTT-1 AND SCOTT-2 SITES, Supplemental Bid Item No. 2, if authorized by the District.

B. For bidding purposes, the Contractor shall assume that up to 160 cubic yards of imported planting topsoil will be required to furnish and place topsoil at the Scott-2 Site.

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SECTION 28. PLANT ESTABLISHMENT AND MAINTENANCE

28.01. Plant Establishment and Maintenance—Bid Item No. 9

28.01.01. Scope of Work

A. Plant establishment and maintenance will consist of furnishing all material, labor, and equipment necessary to perform Work for the five (5)-year establishment and maintenance period in the Enhancement and Planting sites as shown on Drawings and as specified herein.

B. The Work of this Section includes preparing a maintenance schedule and logbook, conducting maintenance inspections, running and maintaining the irrigation system(s) under Section 30, installing replacement container plants to replace dead plantings, conducting target invasive and nonnative plant inspections, conducting target invasive plant control events (potentially including herbicide application), pruning plantings as necessary, and removing trash from the Enhancement site. Refer to Section 23.05.02 for maintenance of permanent erosion control features associated with planting.

C. Timing and Coordination:

1. Contractor will request and receive approval from Engineer prior to commencement of the five (5)-year establishment and maintenance period. The five (5)-year establishment and maintenance period will begin upon Acceptance of Work as described in Technical Provisions Articles 27.02.03.I Acceptance of Work and by Engineer and continue for five (5) years. The Contractor will request approval from Engineer for completion of the five (5)-year establishment and maintenance period. Completion of the five (5)-year establishment and maintenance period will be confirmed in writing by the Engineer.

2. The establishment and maintenance period begins when all installation work and the Planting Completion Memo has been satisfactorily completed in accordance with the contract and accepted by the Engineer. The establishment and maintenance period ends after five (5) years and upon meeting the acceptable mortality and vigor standards as listed in Technical Provisions Article 28.01.04.D. Plant Survivorship, Vigor, and Seed Germination Inspections and acceptance by the Engineer.

3. For any replanting required during the establishment and maintenance period, the Contractor will be prepared to install plants at the earliest time when all conditions (weather, moisture, temperature, tides, and river flows, etc.) are acceptable. If the temperature is expected to be 90 degrees Fahrenheit or greater, the Contractor will schedule plant installation in the mornings to avoid stressing plants. Should replanting during the establishment and maintenance period be required in excess of 30 percent of the totals planted, the establishment and maintenance period will be extended by up to six months or to October 1st, whichever is latest in the growing season. When special conditions warrant a variance to the planting operations, changes to operations will be submitted in writing to, and approved by, the Engineer.

D. Quality Control

1. Contractor will demonstrate to the Engineer the ability to differentiate native plants from nonnative plants.

2. Herbicides will only be applied by a qualified applicator licensed to apply commercial herbicides.

3. The Contractor will be responsible for the cost of replacing any and all plantings that fail as a result of his actions, as determined by the Engineer. For trees, shrubs, and/or herbs which require replacement, the Contractor will be charged the sum outlined below and the money will be withheld. To cover District administrative costs, $250 will be charged for each plant order.

Replacement plant size	Charge to Contractor
Tree (4 gallon)	$40
Tree (TB4)	$10
Cutting	$8
Shrub (TB2)	$10
Herb (plug)	$8

E. Equipment Decontamination

1. During plant establishment and maintenance, Contractor will comply with procedures and equipment decontamination in accordance with Special Provisions Article 19.11. Plant Pathogen Management.

28.01.02. Submittals

A. Replacement Plants: storage and handling of replacement plants shall be according to Article 27.01 Broadcasting Seeding and Planting.

B. The Contractor will provide the following for all invasive/nonnative plant control herbicide use prior to application:

1. Current and valid ‘Operator Identification Number’ issued by the County Agricultural commissioner.

2. Current and valid Qualified Applicator License (QAL) with an Aquatic Pest Control category F and Pest Control Advisor (PCA) license with a Control of Weeds category E issued by the California Department of Pesticide Regulation for all personnel involved with herbicide work.

3. A written recommendation from a California licensed Pest Control Advisor with a Control of Weeds category E license will be submitted for each

herbicide to be used prior to its application. Recommendation will include the rate, method of application, and drift prevention techniques.

4. Safety Data Sheet (SDS) for herbicides proposed for use.

5. Manufacturer's container label showing the active ingredient, percent active ingredient, recommended application rate and procedure for target species, Environmental Protection Agency registration number and precautionary statements.

C. As-Maintained Drawings: Provide As-Maintained Drawings of the work completed at the end of the establishment and maintenance period. The As-Maintained Drawings will be based upon the As-Built Drawings. These drawings will be updated to include current conditions, any modifications to the project, replanted or reseeded areas, results of the planting and seeding establishment performance, and infrastructure items.

D. Monthly Establishment Records: The Contractor will provide and maintain a record of monthly maintenance performed on the project. The record will identify the project name, planting zones, site conditions, work activities performed, dates of work performed, and plant and seed establishment performance observations. Monthly records will be based upon the information recorded on the As-Maintained Drawings as well as observations in the field. The Contractor will submit monthly establishment records of the preceding month to the Engineer within five (5) working days following the end of each month. The establishment records will include the following:

1. Target Invasive/Nonnative Plant Management Activities: For all target invasive and nonnative plant management activities, record the date, location, type of activity undertaken, equipment used, pre-activity site conditions, and post-activity results. Include herbicide approval information (i.e., date, first and last name).

2. Plant Establishment: Based on observations for all planted areas per Technical Provisions Article 28.01.04.E Placement, record date, location, and description of growth stage, percent survival and vigor by species, areas of exceptional growth, areas of poor growth or low survival and probable causes, and replanted areas and quantities by species replaced.

3. Replanting: For all replanted areas, record date, location, conditions contributing to poor performance, and species replanted. Replanted areas will be identified on the As-Maintained Drawings.

4. Color Photos: Contractor will take color photographs of site conditions every three months per Technical Provisions Article 28.01.02.D.5. Submittals to clearly represent the site conditions.

5. Recommended Corrective Actions: During the course of the project, it may become evident that certain site conditions have changed and some requirements as stated herein may have a negative effect on plant establishment. If this occurs in the opinion of the Contractor, the Contractor

will notify the Engineer, identify the detrimental condition(s), and suggest any corrective action(s). The Contractor will take no action contrary to the requirements of this contract unless prior written permission is given by the Engineer.

E. Final Plant Establishment Report: The Contractor will submit a final report to the Engineer at the end of the establishment and maintenance period that summarizes the work performed at the site. The report will be submitted in 8.5 by 11-inch report format; the As-Maintained Drawings will be submitted as folded 11 by 17-inch sheets. The Final Report will be submitted by the Contractor within thirty (30) days following the end of the establishment and maintenance period. The Contractor will submit final report in electronic format. The report will include as a minimum the following information:

1. Title sheet: The Contractor will include the official name of project; the name of report; the appropriate date and year report is submitted for; the name of person that prepared report; the official contract number; and the date the report is prepared.

2. Overview of site conditions: The final report will document the current site conditions (physical and climatic) as well as conditions during the past year that could have impacted plants.

3. Maintenance activities: The Contractor will summarize general maintenance, irrigation system operations, target invasive/nonnative plant management and plant resetting efforts for the establishment and maintenance period.

4. Monitoring results and replacement planting: The Contractor will summarize monitoring results and subsequent adaptive management. Survival and vigor estimates should be summarized for the planting area. The Contractor will include a discussion of the factors influencing plant mortality and vigor. The Contractor will also summarize and the total number of replacement planting efforts for the Enhancement/Planting sites.

5. Color photos: Contractor will include compilation of the color photographs that were taken every three months from a fixed station for each Enhancement/Planting sites and planting zone therein.

28.01.03. Materials

A. Replacement Container Plants and Plugs:

1. Replacement container plants and/or plugs will be supplied by the District per Technical Provisions Article 27.03.02 “Materials” Item B. “Container Plants and Plugs”. For bidding purposes, Contractor will assume twenty (20) percent replacement container plants and plugs in year one (1) and ten (10) percent replacement container plants and plugs in year two (2) of the five (5)-year maintenance period.

B. Replacement Container Plant Delivery and Storage

1. Replacement container plants and plugs will be delivered, stored, and handled per Technical Provisions Article 27.03.02 “Materials” Item D “Delivery” and Item E “Storage.”

C. Herbicides:

1. Herbicides will be delivered to the Enhancement/Planting site undamaged, unopened, and in original containers bearing manufacturer’s label, warranty, and directions for application.

2. Herbicides will be approved by Engineer and the Environmental Protection Agency for use near aquatic settings, as appropriate.

3. Herbicides will be per the licensed Pest Control Advisor’s written recommendation to be submitted to Engineer for approval per Technical Provisions Article 27.02.05. “Submittals”, of these Specifications.

D. Other Materials:

1. Herbicide indicator dye or foam marking agents will be compatible with the herbicide(s) used.

2. Water will be as stated in Technical Provisions Section 29 Irrigation Installation and Removal.

28.01.04. Placement

A. If any signs or indications of Phytophthora are observed during the duration of plant establishment, the Contractor shall immediately notify the Engineer. The Contractor will perform Phytophthora testing using Agdia strips, pear bait bench flow tests, or other appropriate tests to survey a subsample of the total number of plants. Test results will be provided to the Engineer. A positive test result using an Agdia strip or pear bait bench flow test will require additional testing to confirm presence of Phytophthora.

1. Any equipment or personnel immediately within the apparently affected area will be disinfected by thoroughly washing the equipment and their person in separate basins with clean water to prevent the spread of the disease. The wash water in the basins will be collected and properly disposed of by the Contractor in such a way as to prevent the spread of plant pathogens. The Engineer will be present onsite to observe and provide advice during disinfection and wash water disposal.

B. Equipment Operation: At no time will the Contractor’s equipment be operated during qualifying rain events as defined by the Contractor’s Storm Water Pollution Prevention Plan or on saturated work areas. Contractor will coordinate

with the Engineer and the Construction Managers to determine when work can begin following saturated work area conditions.

C. Existing Features: During Plant Establishment operations, care will be taken to avoid damaging existing facilities, levees and berms, overhead utilities, roads and access ramps, sensitive habitats, or any other items on or around the Enhancement/Planting sites.

D. Plant Survivorship, Vigor, and Seed Germination Inspections:

1. The Contractor will be responsible for a good faith effort in maintaining the health, vigor, and survivorship of all plant materials, including replacing plants, if necessary. At minimum, monthly site evaluations will be conducted during the five (5)-year establishment and maintenance period. The Contractor will observe planted areas to ensure that native herbaceous cover and plantings are in a healthy condition, and to evaluate compliance with the mortality and vigor standards.

2. The Contractor will reset plant material that becomes dislodged or otherwise unseated in its natural growing condition.

3. By the end of the five (5)-year establishment and maintenance period, installed plants (i.e., container plants and plugs) must meet performance standards of at least 40% cover of native woody species, 10% cover of native herbaceous species, and 80% of native woody vegetation must have a vigor rating of 3 or higher. Vigor standard ratings are described in the table below.

4. If the performance is less than the standards indicated, the Contractor shall take remedial actions in conformance with the Drawings and these Specifications, as required to achieve the identified performance standards.

Vigor Standard Ratings	
Rating	**Description**
0	Dead: no living foliage, stems or branches
1	Poor: >75% of plant affected by mortality or symptoms of poor health; foliage and stem/branches appear stressed or dead; growth within last growing season limited to none; survival over next growing season unlikely or questionable.
2	Fair: 50 to 75% of plant affected by mortality or symptoms of poor health; foliage and stem/branches appear stressed; growth within last growing season observed; survival over next growing season likely.
3	Good: 25 to <50% of plant affected by mortality or symptoms of poor health; foliage and stem/branches appear healthy; growth within last growing season observed.
4	Excellent: <25% of plant affected by mortality or symptoms of poor health); foliage and stem/branches appear healthy; vigorous growth and rhizomatous spread or fruit/seed production within last growing season observed.

E. Inspect and repair or replace above-ground herbivory protection devices (i.e., tree tubes, wire caging). If herbivory is observed in an area where protection was not previously installed, the Contractor shall consult with the Owner and upon approval, install new protection devices.

1. Herbivory protection devices shall remain in place until the plant has grown beyond the top of the tube/cage and its trunk can support itself.

F. Replanting:

1. The Contractor will replant areas that exhibit less than the percent survival as described in the performance standards prescribed herein. The replacement species and container size will be the same as that which is being replaced, unless directed otherwise by the Engineer. Replacement determination will take place at inspections but will be adjusted to the nearest planting window (typically from November through March) and will be replanted under the timing and conditions described in Item H.2 of this Section.

G. Watering Frequency, Rate, and Duration:

1. Each plant will receive irrigation at a rate and frequency sufficient to provide healthy, vigorous growth. The Contractor will water the installed plants during the establishment and maintenance period. Watering will start at the earliest time during the required months following installation acceptance of plants installed under this contract and continue through the duration of the establishment and maintenance period. The Contractor will be responsible for ensuring the plants receive water during the transition between the installation and establishment and maintenance periods and during the times specified. Water will not be applied at a rate that will cause erosion, damage the plant, greatly vary from the area's natural water regime, or cause runoff. The Contractor will apply sufficient water to keep the installed plants growing vigorously.

H. Target Invasives:

1. Target Invasive Plants are defined in Technical Provisions Article 23.02.01.04 "Placement" Item G "Target Invasives."

2. Inspections and Schedule:

a. Contractor will schedule target invasive plant control inspections with Engineer a minimum of four (4) times each year of the five (5)-year establishment and maintenance period. Inspections will be conducted in March, May, July, and September, unless otherwise directed by Engineer.

b. Inspections will include, at a minimum, identifying and marking target invasive plants to be controlled and discussing control timing and methods.

c. Within ten (10) working days after each target invasive plant control inspection, Contractor will begin a target invasive plant control event, unless otherwise approved by Engineer. Target invasive plant control event will be completed within ten (10) working days of beginning the event.

3. Target Invasive Plant Control:

a. Target invasive plants will not exceed 10% cover.

b. All chemical control described in Item “Herbicide Use” below will be performed by a qualified herbicide applicator.

c. Target invasive plants often grow in close proximity to native vegetation. Contractor will protect adjacent native vegetation during target invasive plant control events.

d. For each event, Contractor will control target invasive plants through manual, mechanical, and/or chemical control techniques throughout the planting zone, as identified during the previous target invasive plant control inspection, including species listed in Technical Provisions Article 23.02.01.04.G “Target Invasives”.

e. For all species, Contractor will refer to the California Invasive Plant Council (Cal IPC) “The Weed Workers Handbook” for recommended manual, mechanical, and/or chemical control techniques for target invasive plants. Contractor will request and receive written approval from the Engineer prior to implementing invasive plant control methods.

f. Contractor will request and receive approval for any control methods that deviate from those specified herein.

4. Herbicide Use:

a. Prior to applying herbicide, Contractor will obtain a written recommendation from a licensed Pest Control Advisor and submit for approval per Technical Provisions Article 23.02.01.02 “Submittals”, of these Specifications.

b. All herbicides will be applied by or under the immediate (on-site during application) direction of a Department of Pesticide Regulation licensed applicator. The Contractor will employ a licensed applicator to apply herbicide in compliance with written recommendations from a state licensed Pest Control Advisor and

in accordance with all label instructions and the District Procedure Q751D02, Control and Oversight of Pesticide Use. A copy of this policy is included in Appendix G.

c. Herbicides will be applied at concentrations recommended by a licensed Pest Control Advisor for control of target species.

d. Contractor will apply the minimum amount of herbicide to effectively control target invasive/nonnative species.

e. Contractor will observe safety precautions and usage restrictions recommended by manufacturer of the herbicide. Contractor will follow manufacturer's guidelines for herbicide application in the following situations:

(1) During rain events or if rain is expected; and

(2) During windy conditions.

f. Contractor will exercise care and ensure that herbicides do not drift to nontarget vegetation or adjacent properties, or do not contaminate water quality of surrounding water bodies. Contractor will be responsible for any herbicide damage to desirable vegetation outside the area designated for treatment and for settlement of any claims resulting from such damage. If herbicide or mechanical damage occurs to plants to remain within project limits or on neighboring property, a monetary penalty will be deducted from the Contractor's payment. The penalty will be as specified in Section 23.02.01.01 "Scope of Work" Item D.

g. Herbicide will be applied with a dye or foam marking agent to avoid skips, overlaps, or off-target application. Marking agents will be applied per the manufacturer's recommendations.

h. Equipment for application of herbicide either as a suspension or solution in water will be of a type that uniformly applies the herbicide at a specified rate, without danger of drift to adjacent areas. Examples include stump painting, wick applicators, wand applicators, and sprayers. Sprayer will be low-pressure, large droplet sprayer, and herbicide will be applied close to the target plant materials.

i. Contractor will exercise care in draining and flushing tanks. Draining and flushing of herbicide tanks onto bare soil within Enhancement/Planting sites will not be permitted.

j. Contractor will dispose of herbicides safely off-site at an appropriate disposal facility. Contractor must not dump herbicides down drains, in water bodies, or on the ground.

k. Contractor will keep written record of what type of herbicide is applied, application dates, and concentrations. These records will be included in the maintenance logbook (see Technical Provisions Article 28.01.02 “Submittals” Item D “Monthly Establishment Records”) and be made available to Engineer upon request and can be used as a basis for evaluation compliance with these Specifications.

I. Site Cleanup:

1. The Contractor will maintain the Enhancement/Planting site in a condition clean of installation and establishment debris, trash, and debris that blows into or is placed in the Enhancement/Planting site throughout the establishment and maintenance period. Immediately prior to the conclusion of the establishment and maintenance period, and before final inspection, the Contractor will remove evidence of installation and establishment material appropriate to the requirements herein. Items designated will be removed and disposed of offsite at the Contractor’s expense and in accordance with State and local regulations. Items to be noted, but not limited to, are:

a. The Contractor will remove plant identification/location flags or tags from site and discard/recycle in a manner compliant with local regulations.

b. Natural debris will be evaluated by the Engineer and will be removed by the Contractor as directed by the District. Any clearing of debris and vegetation within the Enhancement/Planting sites will be performed using hand-clearing or low-impact methods. Any human-made debris within the Enhancement/Planting site will be removed by the Contractor.

2. Equipment Access: Any equipment needed to remove debris within the Enhancement/Planting site will be restricted to designated access and maintenance roads, as shown on the Drawings.

28.01.05. Testing

A. No special requirements.

28.01.06. Measurement

A. Plant establishment and maintenance will not be measured.

28.01.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all Work involved in planning, preparation, and execution of plant establishment and maintenance, and including irrigation

maintenance under Section 30, as shown on Drawings, as specified in these technical specifications, and as directed by Engineer. The five (5)-year establishment and maintenance period shall initiate upon the Engineer's acceptance of planting and include preparing the maintenance logbook, conducting invasive/nonnative plant control inspections, and invasive/nonnative plant control events. The work under this item shall be included in the lump sum price bid for **PLANT ESTABLISHMENT AND MAINTENANCE, Bid Item No. 9**, if authorized by the District.

B. Work in accordance with Article 19.11. by the Contractor will be included in the lump sum price bid for **PLANT ESTABLISHMENT and MAINTENANCE, Bid Item No. 9**, and no separate payment will be made therefor.

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SECTION 29. IRRIGATION INSTALLATION AND REMOVAL

29.01. Irrigation Installation and Removal—Bid Item No. 10

29.01.01. Scope of Work

A. The Contractor will be responsible for:

1. Designing an irrigation system appropriate for each of the Enhancement/Planting sites to accomplish the irrigation schedule specified in Section 30.40 (Item C), which may include but not be limited to temporary above-ground irrigation serviced by a water truck. Hand watering may be acceptable if saturation specifications can be met without causing erosion. Refer to the Irrigation Assessment for the Berryessa Creek Subwatershed Enhancement Project Technical Memorandum dated April 3, 2026. The memorandum will be available in the Planetbids portal as supplemental information to the Contractor to support irrigation system design.

2. Furnishing, installing and testing the irrigation systems.

3. Removing the irrigation system once vegetation is self-sustaining, if acceptable by the Engineer.

4. Preparing As-built drawings and a Project Maintenance and Operations Manual.

5. Testing the irrigation system, as needed;

6. Providing the Warranty as part of the Project Maintenance and Operations Manual.

B. Related articles:

1. Plant Establishment and Maintenance: Technical Provisions Article 28.01.

2. Irrigation Maintenance: Technical Provisions Article 30

C. Plant Pathogen Infection Minimization:

1. During irrigation installation and removal, Contractor will comply with procedures and equipment decontamination in accordance with Article 27.03.01 C.1. Plant Pathogen Infection Minimization of these specifications.

29.01.02. Submittals

A. Irrigation Design: The Contractor will provide a detailed irrigation layout plan for approval by the Engineer prior to purchase and installation of irrigation system materials. The Contractor-designed irrigation plan will include:

1. Water source (e.g., water truck) and/or point of connection location(s).

2. Power source.

3. Irrigation component schedule.

4. Location and sizing of key components, including valves, main lines, and lateral lines, and dripline/emitter coverage.

5. Irrigation system details, including operating pressure, flow rate, and operation timing.

6. Calculations on the water delivery rates and pipe sizing to provide sufficient flow.

B. At least 30 days prior to beginning work, submit catalog cut sheets of equipment and accessories proposed for installation. Quantities need not be shown.

C. Submit a proposed work schedule indicating when inspections will be needed for scheduling.

D. Quality Assurance

1. Irrigation Installer Superintendent Qualifications: Minimum of 5 years of experience installing irrigation systems of comparable size or documented experience working on at least three habitat restoration projects, or as approved by the Engineer.

2. All work and materials to be in full accordance with latest rules and regulations of Cal/OSHA; the Uniform Plumbing Code; National Electric Code; Americans with Disabilities Act, and other applicable laws or regulations, including all local codes.

3. Nothing in the Drawings or specifications is to be construed to permit work not conforming to these codes.

4. Furnish, without extra charge, any additional material and labor as required to comply with the codes from Item 2 above.

E. Warranty:

1. In addition to manufacturer's warranties, all work will be warrantied for one year from the date of Final Acceptance against defects in material, equipment and workmanship. Warranty will also cover repair of damage to any part of the Project work areas resulting from leaks or other defects in materials, equipment and workmanship to the satisfaction of the Owner.

29.01.03. Placement

A. Protection of Existing Conditions

1. Become acquainted with all site conditions. Prior to excavation for irrigation, contact USA North to field locate existing or abandoned utilities and facilities that are to remain. Should utilities or other facilities not

shown on the drawings be found during excavations or site inspections, promptly notify the Engineer within 24 hours of identification. Failure to do so will make Contractor liable for any and all damage arising from his operations subsequent to discovery of such utilities not shown on the Drawings.

2. Before starting work of this Section report to the Engineer, in writing, unsuitable conditions which will prevent the proper provision of this work. Beginning the work of this Section without reporting unsuitable conditions to the Engineer constitutes acceptance of the known unsuitable conditions.

3. Take necessary precautions to protect existing site conditions that are to remain. Repair any damaged item to its original condition or furnish and install equivalent replacement at no additional cost to the District.

B. Coordination

1. Schedule and coordinate work with other trades to avoid conflicts in construction sequence and equipment installation.

C. As-Built Drawings

1. Keep construction drawings on the job site at all times. Make daily record of work installed each day.

2. After all work is complete have a set of As-built drawings prepared, by a competent draftsperson, on a reproducible copy of the irrigation plan. As-builts will show all deviations from the Drawings. Show locations of underground facilities by dimensioning off known points of reference. Indicate material substitutions in legend. Include manufacturer name, catalog number and size.

3. Deliver completed As-built drawings to Engineer prior to final acceptance.

D. Clean Up

1. Keep all areas of work clean, neat and orderly at all times. Clean up and remove all debris from the work area prior to Acceptance of Work.

E. Acceptance of Work

1. Work under this Section will be accepted by Engineer upon satisfactory completion of all work.

29.01.04. Testing

A. Observation Meetings and Tests:

1. Submit written requests for observation meetings to Engineer at least 3 days prior to meeting.

2. Observation meetings to be requested by Contractor as the following work is completed:

    a. Layout;

    b. When all elements (e.g., point of connection, backflow preventer, mainline, valve[s], quick coupler[s], lateral circuit[s]) have been installed;

    c. At the coverage test (pre-maintenance);

    d. When installation is complete, for Final Acceptance.

3. Pressure Tests, as applicable

    a. Allow glued connections to dry minimum 24 hours, remove air from lines

    b. For Mains: Cap off valve risers and test under full static pressure for a minimum of 4 hours. Perform test prior to installing remote control valves. Repair all leaks.

        (1) At contractor's option a 1-hour pressure test at 850 KPa (125 psi) may be substituted for the above test. Provide the necessary pump and equipment required for this test. Maximum 20 KPa (3 psi) loss permitted.

    c. For Laterals: Pressure test laterals with risers capped at static pressure for 1 hour.

4. Coverage Test: Make adjustments and change emitter locations sizes as required.

5. Operation Test: Prior to the start of the Maintenance Period set the controller on automatic operation and irrigate automatically throughout the Maintenance Period.

B. Adjusting:

1. Prior to Final Acceptance, adjust and regulate entire system. Set watering schedule on controller appropriate to type of plant and season of year. Adjust remote control valve to operate heads at optimum performance based on pressure.

C. Demonstration:

1. System layout: Provide reduced prints of As-built irrigation plan.

2. Upon completion of work, schedule of meeting with the Engineer and other appropriate District staff for the operation and maintenance procedures for entire system.

3. Prepare and deliver to Engineer an operations and maintenance manual, in a three-ring binder and an electronic file version, which includes the following: Manufacturer's data sheets, maintenance and parts information for each type of equipment installed; equipment warranties; and names and addresses of Contractor, sub-contractors and equipment suppliers.

29.01.05. Measurement

A. Irrigation installation and removal will not be measured.

29.01.06. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all Work involved in Irrigation Installation as shown on Drawings, as detailed in these Technical Specifications, and as directed by Engineer, shall be included in the lump sum (LS) price bid for **IRRIGATION INSTALLATION AND REMOVAL Bid Item No. 10**.

B. Work in accordance with Special Provisions Article 19.11. Plant Pathogen Management by the Contractor will be included in the lump sum price bid for **IRRIGATION INSTALLATION AND REMOVAL, Bid Item No. 10**, and no separate payment will be made therefor.

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SECTION 30. IRRIGATION MAINTENANCE

30.01. Scope of Work

A. Irrigation maintenance will consist of furnishing all material, labor, water, and equipment necessary to perform Work during the five (5)-year establishment and maintenance period in the Enhancement/Planting sites as shown on Drawings and as specified herein. The irrigation system is to remain in place until the final acceptance of Milestone Nos. 3, 6. and 9 under Article 12.03 Contract Times of the Special Provisions and removed following final acceptance of Milestone Nos. 3, 6, and 9.

B. The Work of this Section includes preparing a maintenance schedule and logbook, conducting maintenance inspections, running, and maintaining the irrigation system(s), installing replacements for any damaged or nonfunctioning parts of the irrigation system, removing the irrigation system, and removing trash from the Enhancement/Planting sites.

C. During irrigation maintenance, Contractor will comply with procedures and equipment decontamination in accordance with Article 27.03.01. C.1. Plant Pathogen Infection Minimization of these specifications.

30.02. Submittals

A. Color photos: Contractor will include compilation of the color photographs of any damaged or nonfunctioning parts of the irrigation system.

B. Replacement Materials Submittal will be accordance with Article 29.01. Irrigation Installation and Removal.

30.03. Materials

A. Replacement Irrigation Materials

1. Any replacement materials will be delivered and installed per Section 29.01.03. Placement.

30.04. Placement

A. Operation and Maintenance of the Irrigation System:

1. The Contractor will provide the labor, material, and water as necessary to make the irrigation system fully functional during the establishment and maintenance period.

2. Maintenance will include the repair, checking, adjustment and replacement of parts, ensuring the system is delivering the required amount of water, resetting the irrigation valve controllers, pruning, and weeding around drip emitters and ensuring the system is fully operational as specified in Article 29 – Irrigation Installation and Removal.

3. Inspections of the irrigation system will be made, at a minimum, on a weekly basis during operation. All malfunctioning equipment will be repaired prior to the next scheduled irrigation. All replacement parts will be of the same manufacturer, type, and application rates. Failure of the irrigation system or failure of the system to provide full and proper coverage will not relieve Contractor of the responsibility to provide adequate irrigation as required for vigorous growth of all plants.

B. Irrigation schedule

1. The Engineer may direct the Contractor to remove the temporary irrigation system for plantings in place and operational before the end of the five (5)-year establishment and maintenance period. Otherwise, the Contractor will completely remove all above ground irrigation system components and dispose of all materials offsite in a legal manner at the end of the establishment and maintenance period. Contractor will obtain approval from Engineer before removal. If irrigation is to be retained, ownership of and responsibility for irrigation system and materials will be transferred from Contractor to the District at end of five (5)-year establishment and maintenance period.

C. Irrigation regime

1. General

a. The Contractor will be responsible for watering and keeping the soil around newly installed plants sufficiently moist at a rate and frequency sufficient to provide healthy, vigorous growth while mimicking nature and tapering over time.

b. The Contractor will be responsible for monitoring all installed plants for signs of water stress or over watering. Water will be applied in a manner that ensures deep penetration in the soils surrounding the plant root balls. Water will not be applied at a rate that will cause erosion, damage to the plants, or cause runoff.

c. The Contractor will be responsible to supply water as needed to provide a functioning irrigation system.

d. Visual inspection, or a tensiometer (soil moisture probe) may be used to measure soil moisture as described in guidelines below.

2. Watering Objectives

a. Water will be provided to all newly installed plants and cuttings for a minimum of three years. Irrigation may be extended beyond three years if necessitated by site conditions, as determined by the Engineer. The objectives of the irrigation system are to:

(1) Establish a deep root system by deep and infrequent watering, so that roots will be forced to reach permanent soil moisture;

(2) Wean the plants of irrigation by the end of the third year following planting unless the Engineer determines an alternative schedule is appropriate (i.e., a shorter or longer duration);

(3) Establish self-sustaining native vegetation that can thrive without supplemental irrigation over the long term (i.e., beyond the five-year establishment and maintenance period), by promoting development of deep root systems;

(4) Avoid over-irrigation, as this will stimulate weeds and promote shallow root systems, that will require permanent irrigation;

(5) Use these guidelines in combination with monitoring of soil moisture, plant health and vigor, and adjust irrigation accordingly.

3. Watering Schedule

a. This schedule describes the seasonal watering frequencies that will be required, assuming irrigation begins in winter subsequent to plant installation. The Contractor should follow the instructions for the season that coincides with the actual start date.

(1) General

(a) Caution to Contractor. If frequent and shallow watering is applied, plants will develop shallow root systems and will not survive once irrigation is removed. Long periods of low application rates, with lower frequency of application, are preferred to encourage deep root growth.

(b) System operation requirements shall be based on average monthly evapotranspiration rates, plant maturation requirements, solar exposure, topography, and soil conditions. The Contractor shall adjust the application rate and schedule based on weather conditions and plant success.

(2) Winter, Year 1: Post-planting establishment watering.

(a) The Contractor will monitor natural precipitation to determine when irrigation should be turned off. If site receives 0.5" of rain or greater in a 14-day period, the irrigation should be delayed by one week. If rainfall exceeds 0.5", the amount exceeding 0.5" will not be credited in the following weeks.

(b) During this period, the Contractor will irrigate, as necessary, once a week to a depth of 7"-12" for the TB2 plants, 11"-18" for TB4 plants, and 36" for cuttings. The Maintenance Contractor must monitor the penetration of the irrigation in one planting hole for each size container by feeling the soil moisture at the designated depth. The irrigation will be adjusted to allow moisture penetration to this depth, or to reduce irrigation if soils below surface remain wet between irrigation or rainfall events. The irrigation will be turned off if rainfall as described above occurs. Should a long dry period occur, additional irrigation at a single watering may be required to maintain soil moisture to the required depth, i.e., more irrigation not more frequent. Refer to objectives above that call for deep and infrequent watering.

(3) Spring & Summer, Year 1: Post-planting establishment watering.

(a) During the Spring and Summer (April through October), the Contractor will irrigate once every other week to a depth of 12" for TB2 plants, 18" for TB4 plants, and 36" for cuttings. The Contractor must monitor the penetration of the irrigation in at least two planting holes by feeling the soil moisture at the designated depth. The irrigation will be adjusted to allow moisture penetration to this depth, or to reduce irrigation if soils below surface remain wet between irrigation and rainfall events. The irrigation will be turned off if rainfall as described above occurs. Should a long dry period occur, additional irrigation at a single watering may be required to maintain soil moisture to the required depth, i.e., more irrigation not more frequent. Refer to objectives above that call for deep and infrequent watering.

(4) Fall & Winter, Years 2 & 3: Post-planting establishment watering.

(a) The Contractor will monitor natural precipitation and only consider turning on irrigation if there is a severe drought and plants show signs of stress.

(5) Spring & Summer, Years 2 & 3: Post-planting establishment watering.

(a) During the Spring and Summer (April through October), the Contractor will irrigate once per

month to a depth of 24" for TB2 plants, 36” for TB4 plants, and 36” for cuttings. The Contractor must monitor the penetration of the irrigation in one planting hole for each size container by feeling the soil moisture at the designated depth. The irrigation will be adjusted to allow moisture penetration to this depth or to reduce irrigation if soils below surface remain wet between irrigation and rainfall events. The irrigation will be turned off if rainfall as described above occurs. Should a long dry period occur, additional irrigation at a single watering may be required to maintain soil moisture to the required depth, i.e., more water per irrigation cycle, not more frequent. Refer to objectives above that call for deep and infrequent watering.

(6) Fall & Winter, Years 4 & 5: Post-planting maintenance/ adaptive management watering.

(a) Should site and/or climatic conditions require irrigation to extend beyond Year 3, the Contractor may need to monitor natural precipitation and consider turning on irrigation if there is a severe drought and plants show signs of distress.

(7) Spring & Summer, Years 4 & 5: Post-planting maintenance/ adaptive management watering.

(a) Should site and/or climatic conditions require irrigation to extend beyond Year 3, during the Spring and Summer (April through October), the Contractor may need to monitor natural precipitation and consider turning on irrigation if there is a severe drought and plants show signs of distress. Maintenance irrigation on the schedule described for Years 2 & 3 will be conducted as-needed to a depth of 24" for TB2 plants, 36” for TB4 plants, and 36” for cuttings unless an alternate schedule is proposed by the Contractor and approved by the Engineer. The Contractor must monitor the penetration of the irrigation in one planting hole for each size container by feeling the soil moisture at the designated depth. The irrigation will be adjusted to allow moisture penetration to this depth or to reduce irrigation if soils below surface remain wet between irrigation and rainfall events. The irrigation will be turned off if rainfall as described above occurs. Should a long dry period occur, additional irrigation at a single watering may be required to maintain soil moisture to the required

depth, i.e., more water per irrigation cycle, not more frequent. Refer to objectives above that call for deep and infrequent watering.

D. Removal:

1. After completion of the five (5)-year establishment and maintenance period, irrigation will be left in place for two more years and the District will assume responsibility. The Contractor will cap each irrigation system downstream of the remote control or isolation valves unless directed otherwise by The District. Contractor will obtain approval from Engineer before capping each irrigation system. If irrigation is to be retained, ownership of and responsibility for irrigation system and materials will be transferred from Contractor to the District at end of five (5)-year establishment and maintenance period.

30.05. Testing

A. The Contractor will be responsible for the operation, maintenance, and repair of the irrigation system until issuance of Final Acceptance of each Milestone under Article 12.01 Contract Times. System checks will be conducted no less than weekly to assure the system is functioning correctly.

30.06. Measurement

A. Irrigation maintenance will not be measured.

30.07. Payment

A. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all Work involved in planning, preparation, and execution of irrigation maintenance, as shown on Drawings, as specified in these Technical Specifications, and as directed by Engineer. The five (5)-year establishment and maintenance period shall initiate upon final acceptance of planting by the Engineer. Irrigation maintenance shall also include replacing any nonfunctioning or damaged parts of the irrigation system. Engineer will confirm completion of the establishment and maintenance period. The work under this item shall be included in the lump sum (LS) price bid for **PLANT ESTABLISHMENT AND MAINTENANCE, Bid Item No. 9**;.

B. Work in accordance with Article 19.11. Plant Pathogen Management, by the Contractor will be included in the lump sum price bid for **PLANT ESTABLISHMENT AND MAINTENANCE, Bid Item No. 9**, and no separate payment will be made therefor.

APPENDICES

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APPENDIX A

Contract Documents

1. Agreement
2. Payment Bond
3. Performance Bond
4. Escrow Agreement for Security Deposit In lieu of Retention
5. Sample Small/Micro Business Enterprise (SBE) Utilization Report and Instructions
6. Project Labor Agreement with Addendum A – Agreement to Be Bound

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The following is an agreement entered into as of Pick a date, by and between the SANTA CLARA VALLEY WATER DISTRICT, State of California, hereinafter referred to as "District" and ENTER COMPANY, hereinafter referred to as "Contractor."

For the considerations hereinafter specified, Contractor and District agree as follows:

ARTICLE I: Work to Be Done and Documents Forming the Contract

Contractor agrees to do all the work and furnish all materials necessary to construct and complete, in accordance with the Specifications the following work:

Project Name

Project No. **XXXXXXXX** **Contract No**. **C0XXX**

Said work shall be performed to the satisfaction of the Engineer all in accordance with the Drawings, Specifications, Notice to Bidders, and the Proposal of the Contractor, all of which documents are hereby specially referred to and by such reference made a part of this Contract.

REFERENCE ONLY

ARTICLE II: Contract Price

District hereby agrees and promises to pay to Contractor the sum of Click to enter Dollars ($XX).

For the performance of said work; provided, however, that the above-mentioned sum is one determined by the Proposal of Contractor as based upon the estimated amount of work to be done, and should there be any variance between the estimated amount of work to be done and the actual amount of work performed, then the final payment price shall be computed on the basis of the unit prices contained in the Proposal of Contractor.

ARTICLE III: Completion of Contract

It is hereby agreed that the work called for under this Contract, in all its parts and requirements, shall be completed before the expiration of XX calendar days from the First Chargeable Day of the Contract as stated on the Notice to Begin Work unless the time for completion is extended, as allowed by the Specifications.

ARTICLE IV: Bonds Required

This Contract shall have no force or effect whatsoever unless and until Contractor delivers to District a Payment Bond in the sum of Click to enter Dollars ($XX).

Nor shall such Contract be effective until Contractor also gives a good and sufficient bond in the sum of twenty Dollars ($XX) for the faithful performance of the work to be done under the terms of this Contract.

ARTICLE V: Certification by Contractor

Contractor hereby certifies as follows:

> "I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

ARTICLE VI: Gift Policy Observance

Contractor hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from vendors or contractors. Contractor shall honor this policy by not sending or bringing gifts to the District.

IN WITNESS WHEREOF, Contractor and District have caused this Agreement to be subscribed as of the day and year first hereinabove written.

Date Contractor signature affixed: COMPANY

By: _____
Date — Print Name

Enter ID — Title: Enter Title
Federal I.D. — "Contractor"

SANTA CLARA VALLEY WATER DISTRICT

Date District signature affixed: By: _____
Print Name

Pick a Date

Title: Choose Title
Board of Directors

REFERENCE ONLY

BE IT KNOWN BY THESE PRESENTS:

WHEREAS, the Santa Clara Valley Water District (hereinafter called "the Public Entity"), and CONTRACTOR NAME (hereinafter designated as "Principal") have entered into an agreement for the PROJECT NAME which said agreement is dated as of Pick a date; and

WHEREAS, said Principal is required by California Civil Code Sections 9550 and 9554 to furnish a bond in connection with said agreement;

NOW, THEREFORE, we, the Principal and, **SURETY NAME** a corporation duly organized under the laws of the State of Click to enter, having its principal place of business at Click to enter in the State of Click to enter, and authorized to do business in the State of California, hereinafter "Surety," are held and firmly bound unto the Public Entity in the penal sum of Click to enter Dollars ($XX) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, Administrators, and successors and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal or the Principal's subcontractor fails to pay any of the persons named in Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the agreement, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and the Principal's subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the Surety or Sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The Principal may require of the Principal's subcontractors a bond to indemnify the Principal for any loss sustained by the Principal because of any default by the Principal's subcontractors under Section 9554 of the California Civil Code.

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

3. Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

4. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety or Sureties above named on the XXth day of Month, 20XX.

REFERENCE ONLY

PRINCIPAL:	**SURETY**:
CONTRACTOR	**SURETY NAME**
Signature	Signature
Click to enter Name	Click to enter Name (Seal)
Click to enter Title	Click to enter Title
Click to enter Address	Click to enter Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

REFERENCE ONLY

BE IT KNOWN BY THESE PRESENTS:

WHEREAS, the Santa Clara Valley Water District, State of California, has awarded to **PRINCIPAL NAME** (hereinafter designated as "Principal") a Contract for **PROJECT NAME**, and

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

NOW, THEREFORE, we, the Principal and **SURETY NAME** as Surety, are held and firmly bound unto the Santa Clara Valley Water District (hereinafter called "District") in the sum of Click to enter Dollars ($XX) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, or heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

REFERENCE ONLY

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the XXth day of Month, 20XX.

PRINCIPAL: **PRINCIPAL NAME**	**SURETY**: **SURETY NAME**
Signature	Signature
Click to enter Name	Click to enter Name (Seal)
Click to enter Title	Click to enter Title
Click to enter Address	Click to enter Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

REFERENCE ONLY

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

FC 1896 (01-20-23)

Escrow Account No.: Click to enter

This Escrow Agreement is made and entered into by and between:

SANTA CLARA VALLEY WATER DISTRICT whose address is 5750 Almaden Expressway, San Jose, CA 95118 hereinafter called "**Owner**," and

Click to enter whose address is Click to enter hereinafter called "**Contractor**," and

Click to enter whose address is Click to enter hereinafter called "**Escrow Agent**," and

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for **Project Name** in the amount of $XX dated Pick a date. (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of **Santa Clara Valley Water District**, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

REFERENCE ONLY

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

11. Throughout the term of this Escrow Agreement, the Escrow Agent herein agrees to provide monthly statements indicating the account balances and status of the account, directly to the Owner, the Santa Clara Valley Water District, at the address provided below, to the attention of the District's representative identified below. The Escrow Agent may submit a request to provide such statements in electronic format.

12. The Escrow Agent must provide written notice to the Owner in advance of any action that will negatively impact the account.

REFERENCE ONLY

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

FC 1896 (01-20-23)

On behalf of Owner:

Signature Date

Click to enter
Name

Click to enter
Title

5750 Almaden Expressway
San Jose, CA 95118
Address

On behalf of Contractor:

Signature Date

Click to enter
Name

Click to enter
Title

Click to enter
Address

On behalf of Escrow Agent:

Signature Date

Click to enter
Name

Click to enter
Title

Click to enter
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

REFERENCE ONLY

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

OWNER:	**CONTRACTOR**:
Signature Date	Signature Date
Click to enter Name	Click to enter Name
Click to enter Title	Click to enter Title
5750 Almaden Expressway *San Jose, CA 95118* Address	Click to enter Address

REFERENCE ONLY

CONTRACT TITLE: _____

CONTRACT NO.: _____

ORIGINAL BID AMOUNT: _____

REPORT PERIOD: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, & ZIP CODE: _____

PHONE NO: _____

- ◯ MONTHLY REPORT
- ◯ FINAL REPORT

a.	Amount of contract completed (including Retention)	
b.	Total amount of contract (including all change orders)	
c.	Percentage of contract completed	0%
d.	SBE Participation Amount	$0.00
e.	SBE work paid to date	$0.00
f.	SBE percentage of contract completed	0%
g.	Percentage of SBE participation completed	0%
ADVERTISED CONTRACT GOAL:		$0.00

By signing below, I certify that the information that I have provided on this report is true and accurate.

_____
Name

_____
Title

_____ _____
Signature Date

When Contract progress is 50% or more complete, and if SBE* participation % complete is less than the total % of Contract completion, Contractor must submit a report to Valley Water on how it will achieve SBE participation % by completion of Contract.

			MATERIAL/SUPPLIES/TRUCKING			SUBCONTRACTORS				
LIST ALL SBE PARTICIPATION SUBCONTRACTORS/ SUPPLIERS/TRUCKERS	AMOUNT OF SUBCONTRACT OR PURCHASE	ADJUSTED AMOUNT OF SUBCONTRACT OR PURCHASE	PAID PREVIOUSLY	PAID THIS PERIOD	PAID TO DATE	PAID PREVIOUSLY	PAID THIS PERIOD	PAID TO DATE	TOTAL PAID TO DATE	ITEM NUMBER(S) OR GENERAL DESCRIPTION OF WORK PERFORMED THIS PERIOD
					0			0	0	
					0			0	0	
					0			0	0	
					0			0	0	
					0			0	0	
					0			0	0	
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					0			0	0	
					0			0	0	
					0			0	0	
					0			0	0	
					0			0	0	
TOTAL	$0.00				$0.00			$0.00	$0.00	

INSTRUCTIONS FOR COMPLETING THE SBE UTILIZATION REPORT

1. Complete the Contract and Company information and select an option for either a Monthly or Final Report on Page 1.

2. Enter the **Amount of contract completed (including Retention)** in row a. of the table on page 1.

3. Enter the **Total amount of contract (including all change orders)** in row b. of the table on page 1.

4. Go to the table on Page 2 and fill in details for each SBE subcontractor, supplier, and trucker. The form will calculate subtotals for values entered and will automatically calculate and enter table subtotals on Page 1.

5. Verify all information in the table on Page 2 is correct, then complete the form by signing and dating Page 1.

6. Save the file and submit to Valley Water alongside a progress pay estimate.

SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A4584M **FILE:** N/A

SANTA CLARA VALLEY WATER DISTRICT
PROJECT LABOR AGREEMENT

This Agreement is entered into this _11_ day of _January_, 2022 by and between the Santa Clara Valley Water District (hereinafter "Valley Water"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "Agreement to be Bound" (Addendum A) (referred to collectively herein as "Contractor(s)/Employer(s)"), and the Santa Clara and San Benito Counties Building & Construction Trades Council (hereinafter the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as "Union" or "Unions").

PURPOSE & RECITALS

The purpose of this Agreement is to promote the efficiency of construction operations for Valley Water through the use of skilled labor resulting in quality construction outcomes, to develop a skilled workforce for future Valley Water construction, and to provide for the orderly and peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting Valley Water's and the public interest in assuring the timely and economical completion of Covered Projects subject to this Agreement.

WHEREAS, the Santa Clara Valley Water District ("Valley Water") is an independent special district responsible for providing Santa Clara County with safe, clean water, flood protection; and stewardship of streams. Valley Water's Mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy; and

WHEREAS, nearly two million people currently reside in Santa Clara County's 1,300 square miles and 15 cities; making it the most populous county in the San Francisco Bay Area and the fifth most populous in the state; and

WHEREAS, the population of Santa Clara County is expected to increase almost thirty percent (30%) to 2.3 million by 2030; and

WHEREAS, the Valley Water Capital Budget for Fiscal Years 2021 to 2025 exceeded $3.5 billion; and

WHEREAS, this Agreement is intended to apply to projects where the complexity of the work and/or the presence of multiple contractors and numerous workers and/or other factors increases the risk of labor disputes or work disruptions that could interfere with the timely and economical completion of the work; and

WHEREAS, the timely and successful completion of Covered Projects is of the utmost importance to meet the needs of Valley Water and avoid increased costs resulting from delays in construction; and

WHEREAS, the work covered by this Agreement will require maximum cooperation from the Parties; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this

Agreement and employed by contractors and subcontractors who may or may not be signatory to Master Agreements with the Unions; and

WHEREAS, it is recognized that on projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial unless there is a shared overriding commitment to maintain continuity of work; and

WHEREAS, the interests of Valley Water, the Unions, the Contractor(s)/Employer(s) and the public would be best served if construction work proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for workers employed on Covered Projects and to encourage close cooperation among Contractor(s)/Employer(s) and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on a Covered Project if Union and non-union workers of different employers were to work side by side on a Covered Project, potentially leading to labor disputes that could delay completion of a Covered Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of a Covered Project, insofar as a legally binding agreement exists between the Contractor(s)/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on a Covered Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, Valley Water has the right to select the lowest responsive and responsible bidder and/or the bidder offering the best value to Valley Water for the award of the construction contract(s) on a Covered Project in accordance with law; and

WHEREAS, Valley Water has determined that a project labor agreement will be beneficial to the Projects covered by this Agreement and will serve Valley Water's interests as the proprietor of construction projects; and

WHEREAS, Valley Water places high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the construction industry is one of the few industries that provide a path to middle-class careers for individuals who face barriers to quality employment; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of Covered Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of performing Project Work.

1.3 "Completion" means that point at which there is a Final Acceptance by Valley Water related to a Construction Contract and Valley Water has filed a Notice of Completion.

1.4 "Construction Contract" means a public works or improvement contract(s) (including design-bid, design-build, lease-leaseback, or other contract under which construction is done) awarded by the Valley Water Board that is necessary to complete a Covered Project.

1.5 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor as construction manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with Valley Water for construction of any part of a Covered Project, under contract terms and conditions approved by Valley Water and which incorporate this Agreement, and all contractors and subcontractors of any tier.

1.6 "Council" means the Santa Clara and San Benito Counties Building & Construction Trades Council.

1.7 "Covered Project" means a public works project paid for in whole or in part with Valley Water funds, to be performed under contract with Valley Water and not by Valley Water employees covered under this agreement, where either the engineer's estimate or the cumulative bid amount(s) submitted by the contractor(s) awarded a Construction Contract(s) for the Covered Project exceeds two million dollars ($2,000,000).

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, which the Unions shall provide to Valley Water upon request.

1.9 "Project Work" means work on a Covered Project that is with the craft jurisdiction of one or more of the Unions and is not otherwise excluded pursuant to Section 2.4 of this Agreement.

1.10 "Project Manager" means the person(s) or business entity(ies) designated by Valley Water to oversee all phases of construction on the Covered Project and to oversee the implementation of this Agreement and who works under the guidance of Valley Water's Authorized Representative.

1.11 "Union" or "Unions" means the Santa Clara and San Benito Counties Building & Construction Trades Council, AFL-CIO, and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

1.12 "Valley Water" means the Santa Clara Valley Water District, its Board of Directors, officers, agents, employees and administrative staff, including managerial personnel.

ARTICLE 2
SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on a Covered Project (including subcontractors at any tier), and their successors and assigns, Valley Water, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: This Agreement shall govern all craft work on a Covered Project pursuant to a Construction Contract. For the purposes of this Agreement, a Covered Project shall be considered completed as set forth in Section 1.3, except when Valley Water directs a Contractor to engage in repairs, warranty work, punch list work, modifications or change orders pursuant to a Construction Contract. Valley Water and the Council may mutually agree in writing to add or exclude projects or project components to be covered by this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for a Covered Project that is within the craft jurisdiction of one or more of the Unions and which is directly or indirectly part of a Covered Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve a Covered Project), pumps, pump stations, start-up, modular furniture installation and final clean-up. On-site work includes work done for a Covered Project in temporary yards, dedicated sites, or areas adjacent to a Covered Project, and at any on-site or off-site batch plant constructed solely to supply materials to a Covered Project. This scope of work includes all soils and materials testing and inspection within the craft jurisdiction of the Unions.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems performed after Completion pursuant to a Construction Contract, except if excluded by Section 2.4.10.

2.3.2 This Agreement covers all on-site fabrication work over which Valley Water, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for a Covered Project in any temporary yard or area established for a Covered Project). Additionally, this Agreement covers off-site work, including fabrication necessary for a Covered Project defined herein, that is traditionally performed by any of the Unions and is directly or indirectly part of the Covered Project, provided such work is covered by a current Schedule A agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement and contains an express reference to such off-site work.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. Construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to Valley Water within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 4, 13 and 14 of this Agreement shall apply to such work.

2.3.5 This Agreement shall apply to work performed pursuant to a construction warranty during the construction warranty period.

2.4 Exclusions. Notwithstanding any other provision of this Agreement, the following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement shall not apply to non-construction craft employees, including executives, managerial employees, engineering employees, architects, quality control/assurance personnel (unless covered by a Master Agreement), guards, supervisors above the level of General Foreman (unless covered by a Master Agreement), administrative, office and clerical employees.

2.4.2 This Agreement shall not apply to work performed on, near, or leading to a Covered Project site(s) that is undertaken by state, county, city or other governmental bodies or their contractors, or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data video, and security installation work ahead of and up to the electrical service entry connection or the main point of service or the main point of entry shall be excluded. All electrical utility, voice-data video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be

Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 This Agreement shall not apply to work performed by Valley Water's own forces.

2.4.5 This Agreement applies to capital construction and rehabilitation, including new facilities and/or pipeline extensions. This Agreement shall not apply to emergency remediation performed without formal notice of a competitive solicitation for bids as explicitly permitted by Public Contract Code section 22050.

2.4.6 In limited circumstances involving a manufacturer's warranty or guarantee, or requiring special knowledge of a particular item, work may be performed by persons not covered by this Agreement provided that the Contractor/Employer or manufacturer responsible for such work demonstrates by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement.

2.4.7 This Agreement shall not apply to work substantially funded by any federal, state, other local, private or public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, Valley Water agrees that it will make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, however, should only a specific provision of the Agreement be prohibited by the funding source, the parties shall modify the requirements of this Agreement accordingly, to advance the purposes of this Agreement to the maximum extent feasible without the loss of funding.

2.4.8 This Agreement shall not apply to work that is jointly performed with another public agency, unless the work is awarded by Valley Water, or unless otherwise agreed to by the Parties on a case by case basis. With respect to such work jointly performed with another public agency, Valley Water will make a request to the other public agency to apply the terms of this Agreement, or in the alternative, request that the other public agency communicate with Valley Water representatives and the Council to discuss application of this Agreement.

2.4.9 This Agreement shall not apply to any work performed outside the geographical jurisdiction of the Council, absent agreement by the applicable Building Trades Council to adhere to the terms of this Agreement for the duration of such work.

2.4.10 This Agreement shall not apply to any work undertaken pursuant to any contract or agreement, or extension thereof, which was awarded by Valley Water before the execution of this Agreement.

2.4.11 The parties recognize that pursuant to Valley Water Board Governance Policy [ ], Valley Water's Chief Executive Officer, or his/her designee, may recommend to

the Valley Water Board an individual exemption if a Covered Project has a unique feature or requirement that would warrant an exemption, provided the conditions stated in the policy are satisfied. The Valley Water Board retains the power and discretion to approve such recommendations and issue individual exemptions of projects to this Agreement.

2.5 Award of Contracts: It is understood and agreed that Valley Water has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties. The qualified bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors and subcontractors for Project Work that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

2.6 Combining, Consolidating, or Canceling Project Work. Valley Water has the absolute right to combine, consolidate, or cancel work or portions of work that would otherwise be covered by Sections 2.2 and 2.3 and not excluded by Section 2.4. If Valley Water cancels such work or portions of work and thereafter reauthorizes such work, then such work shall be performed under the terms of this Agreement.

ARTICLE 3
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and Valley Water agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form of Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a condition of accepting the award of a subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting. No Contractor or subcontractor shall commence Project Work without having first provided an executed copy of the Agreement to be Bound to Valley Water and to the Council.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Any dispute between the Union(s) and the Contractor/Employer respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this

Agreement. This Agreement alone shall not have the effect of creating any joint employment relationship between or among Valley Water and/or any Contractor/Employer.

3.5 It is mutually agreed by the parties that any liability by a Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule A is incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provisions of the Schedule A shall apply.

ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, Valley Water and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of a Covered Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, withholding of work, refusals to work, sickouts, walk-offs, sit-downs, stand-ins, boycotts, or other work stoppages, or otherwise advising the public that a labor dispute exists, or other slowdowns of any kind, for any reason, by the Unions or employees employed on a Covered Project, at any job sites for a Covered Project or at any other Valley Water facility because of a dispute on a Covered Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other Valley Water projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on a Covered Project.

4.1.3 If any Union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall not honor such picket line or work stoppage.

4.1.4 Neither the Council nor local Unions may sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity prohibited by Section 4.1.1 at any Covered Project site and shall undertake all reasonable means to prevent or to terminate such activity. No employee shall engage in activities which violate this Article. Any employee who engages in any activities that violate this Article shall be subject to disciplinary action, including discharge.

4.1.5 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract, and the Union or Contractor/Employer signatory to that Master Agreement gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement or engage

in any work disruption as described in Section 4.1.1 and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on a Covered Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.6 In the case of nonpayment of wages or trust fund contributions on a Covered Project, the Union shall give Valley Water and the Contractor/Employer five (5) business days' notice when nonpayment of trust fund contributions has occurred and two (2) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. Notice shall be by email and by registered or certified mail, or hand delivery to the involved Contractor, the prime contractor and/or equivalent, and to Valley Water. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.7 Notification: If Valley Water or any Contractor/Employer contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify David Weinberg, as the permanent arbitrator, or Robert Hirsch, as the alternate arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notices by email or telephone to Valley Water, the Council, and the party alleged to be in violation, and to the involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, Valley Water will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties and the Council by email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. A party found in violation of this Agreement shall immediately comply with the order of the Arbitrator. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of fifteen thousand dollars ($15,000) per shift for which it failed to comply, or portion thereof, until such violation is ceased. Such payment, however, shall not prevent the moving party from seeking judicial enforcement of the initial decision. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or alternate arbitrator identified above no longer work as a labor arbitrator, Valley Water and the Council shall mutually agree to a replacement.

ARTICLE 5
PRE-CONSTRUCTION CONFERENCE

5.1 Timing: The Project Manager shall convene and conduct a pre-construction conference at a time and location mutually agreeable to the Council, with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

(a) The commencement of any Project Work; and
(b) The commencement of Project Work on each subsequently awarded Construction Contract.

5.2 The pre-construction conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and Valley Water may attend at their discretion.

5.3 Pre-Construction Conference: The pre-construction conference shall include, but not be limited to, the following subjects:

(a) A listing of each Contractor's scope of work;
(b) The craft assignments;
(c) The estimated number of craft workers required to perform the work;
(d) Transportation arrangements;
(e) The estimated start and completion dates of the work;
(f) Discussion of prefabricated materials;
(g) Discussion of any warranty items per Section 2.4.6; and
(h) Discussion of Targeted Hire Agreement goals and procedures.

5.4 Joint Administrative Committee: This Agreement is intended to provide close cooperation between management and labor. To that end, Valley Water shall designate two (2) representatives and the Council shall designate two (2) representatives to serve on a Joint Administrative Committee ("JAC"), each of whom may designate an alternate. JAC members may invite participation by a Contractor or Union as needed. The JAC shall meet periodically, at the request of any member, to review progress on a Covered Project, and to discuss matters of general concern, such as safety and security. The JAC shall serve as a forum to foster communication between management and labor, and to assist the Unions and the Contactors to complete a Covered Project in an economically efficient manner without interruption, delays or work stoppages. The JAC shall have no authority to review grievances or disputes involving this Agreement, which are subject to the applicable grievance procedure.

ARTICLE 6
NO DISCRIMINATION

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law to protect employees and applicants for employment on a Covered Project.

ARTICLE 7
UNION SECURITY

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Covered Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Covered Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Union(s) shall have access to a Covered Project whenever work covered by this Agreement is being, has been, or will be performed on the Covered Project.

ARTICLE 8
REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on a Covered Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman that it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft workers are covered by existing Master Agreements).

8.3 The Unions will exert their utmost efforts to recruit sufficient numbers of qualified applicants to fulfill the workforce requirements of Contractor(s)/Employer(s). In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer that hires any worker(s) to perform Covered Work on a Covered Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 Core Workers. A Contractor may request by name, and the local Union shall honor, referral of Core Workers who have applied to the local Union for Project Work and who demonstrate to the Union dispatcher and provide satisfactory proof that the worker meets all the following qualifications:

a) Appearance on the Contractor's active payroll for at least ninety (90) of the last one hundred and twenty (120) working days prior to award of a Construction Contract;
b) Possession of all licenses and certifications required by applicable state and federal law for the work being performed;
c) Ability to safely perform the basic functions of the applicable trade as required by law; and
d) Has worked at least three thousand (3,000) hours in the appropriate construction craft.

8.5 The Contractor/Employer shall be allowed to employ five (5) Core Workers pursuant to the following methodology: The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired five (5) Core Workers. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring.

8.5.1 This provision applies only to employers not currently working under a current Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures and appropriate fringe benefit fund coverage, all Contractor(s)/Employer(s) shall require their Core Workers to register with the appropriate Union hiring hall on, or before, the eighth [8th] day of consecutive or cumulative employment on a Covered Project.

8.5.2 Prior to each Contractor performing any Project Work, such Contractor or subcontractor shall provide a list of its Core Workers to Valley Water and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract. Upon request by any Party to this Agreement, the Contractor hiring any core workforce employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the worker's qualification as a Core Worker to Valley Water and the Council.

ARTICLE 9
WAGES AND BENEFITS

9.1 The Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour

worked on a Covered Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractors/Employers agree to execute a Subscription Agreement(s) for Covered Work performed, when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Covered Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

ARTICLE 10
APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

10.3 Consistent with the Master Agreements, there shall be no restrictions on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

10.4 In order to increase apprenticeship opportunities for traditionally underrepresented and targeted workers, the parties agree to comply with the Targeted Hire Agreement, attached hereto as **Addendum B**.

ARTICLE 11
HELMETS TO HARDHATS

11.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the

building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for this Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 12
COMPLIANCE

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on a Covered Project. Valley Water shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers' compliance with this Agreement.

ARTICLE 13
GRIEVANCE ARBITRATION PROCEDURE

13.1 Project Labor Disputes: All disputes involving the application or interpretation of the Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article 14 (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on a Covered Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on a Covered Project shall be disciplined or discharged without just cause in accordance with the standards for review of discipline in the applicable Master Agreement.

13.3 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved, and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall notify the permanent arbitrator, or if he is not available, his alternate, for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. Barry Winograd

2. Carol Vendrillo

3. Catherine Thompson

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, Valley Water and the Council shall mutually agree to a replacement.

13.9 Nonpayment of Wages or Trust Fund Contributions/Failure to Adhere to the Agreement: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union may request that Valley Water withhold and retain an amount from what is due and owing to the Contractor against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be agreed and retained by Valley Water until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall jointly decide, or to whomever an Arbitrator shall so order. Valley Water shall be excused from the withholding requirement where it would constitute a violation of law or would subject Valley Water to statutory penalties.

ARTICLE 14
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. Valley Water will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 15
MANAGEMENT RIGHTS

15.1 Consistent with the applicable Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

15.2 In addition to the rights of Contractors/Employers specifically enumerated in this Agreement, Contractors/Employers expressly reserve their management rights and all the rights conferred upon them by law, consistent with the Schedule A agreements, including, but not limited to, the right to:

15.2.1 Plan, direct and control operations of all work;

15.2.2 Hire, promote, transfer and layoff their employees as deemed appropriate to satisfy work and/or skill requirements and to reject any applicant for employment;

15.2.3 Promulgate and require all employees to observe reasonable, uniformly applicable job rules and security and safety regulations;

15.2.4 Discharge, suspend or discipline their employees, subject to applicable Master Agreement procedures;

15.2.5 Utilize, in accordance with Valley Water approval, any work methods, procedures or techniques;

15.2.6 Select, use and install certain materials, equipment and systems of a highly technical and specialized nature;

15.2.7 Assign and schedule work at their discretion; and

15.2.8 Assign appropriately paid overtime, determine when it will be worked and the number and identity of employees who will engage in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

ARTICLE 16
DRUG & ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A.

ARTICLE 17
SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 If the Parties are unable to reach an agreement on substitute language, or an agreement that substitute language is unnecessary, and as a result Valley Water unilaterally determines that the Agreement or its terms will no longer be required on a Covered Project, the Unions shall no longer be bound by the provisions of Article 4.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins Valley Water from complying with all or part of its provisions, and as a result either party reasonably determines that the intent of the parties has been defeated, the entire Agreement shall be declared null and void.

ARTICLE 18
TERM

18.1 The Agreement shall be included in the bid documents, requests for proposals, or other equivalent solicitations for a Covered Project, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for a Covered Project.

18.2 This Agreement shall become effective on the day it is executed by Valley Water and by the Council and shall remain in full force and effect for a term of five (5) years. This Agreement shall continue to apply to each Covered Project which was advertised for bid or commenced during the term until Completion as defined herein, notwithstanding the expiration date of this Agreement. Approximately ninety (90) days prior to the five (5) year anniversary of the effective date of this Agreement, Valley Water and the Council shall meet to discuss whether to extend this Agreement, the effect of the Agreement and any necessary modifications to it. Either Valley Water or Council may terminate this Agreement effective the end of the five (5) year term by providing written notice to the other party prior to the expiration of the term. Absent such written notice to terminate this Agreement by either the Valley Water Board or the Council, this Agreement, with any agreed-upon modifications, will roll over for no more than an additional five (5) years.

18.3 Valley Water and the Council agree to meet and confer annually, subsequent to approval of this Project Labor Agreement by Valley Water, regarding the status of and experience with Covered Projects and any future projects that may be considered for coverage by this Agreement.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

SANTA CLARA VALLEY WATER DISTRICT

By: Tony Estremera Date: January 11, 2022
Tony Estremera
Chair, Board of Directors

SANTA CLARA AND SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

By: David Bini Date: January 10th 2022
David Bini, Executive Director

UNION SIGNATORIES

Boilermakers Local 549

Bricklayers and Allied Craftworkers Local 3

Cement Masons Local 400

9/23/21
Electrical Workers Local 332

Elevator Constructors Local 8

Insulators and Asbestos Workers Local 16

Iron Workers Local 377

08/15/21
Laborers Local 270

Laborers Local 67

Northern California Carpenters Regional Council, for itself and its affiliated local Unions

Operating Engineers Local 3

Painters and Allied Trades District Council 6. for itself and its affiliated local Unions

Plasterers Local 300

Roofers and Waterproofers Local 95

Sheet Metal Workers Local 104

Sign and Display Local 510

Teamsters Local 853

United Association, Plumbers and Steamfitters Local 393

United Association, Sprinklerfitters Local 483

United Association, Underground Utility/Landscape Irrigation Local 355

Addendum A:
Agreement to Be Bound

Date:

Construction Contracts & Support Unit
Valley Water
5750 Almaden Expressway
San José, CA 95118-3686

Re: Santa Clara Valley Water District Project Labor Agreement.
Project Name:
Project No. Contract No.

Dear Contract Administrator:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Clara Valley Water District Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement To Be Bound**, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by the Santa Clara Valley Water District Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Contractor State License Number or Motor Carrier (CA) Permit Number: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B:
Targeted Hire Agreement

Purpose. The Parties to the Santa Clara Valley Water District Project Labor Agreement ("Agreement") recognize the need to increase training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs, to and develop a pipeline to ensure the continued availability of skilled, qualified, and readily available construction workers for future construction projects.

Additionally, the Santa Clara and San Benito Counties Building and Construction Trades Council ("Council") is signatory, with other parties, to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding ("MOU"), which established a pre-apprenticeship program in Santa Clara County that serves as a pipeline for youth and job-seekers into the construction trades.

Additionally, in order to increase construction career opportunities for individuals presently underrepresented in the building trades, the Parties to the Agreement agree to exert their best efforts to recruit, refer, and employ Targeted Workers as apprentices, and to cooperate with the Community Workforce Coordinator to maximize the employment of Targeted Workers on Covered Projects.

In furtherance of these goals, the Parties to the Agreement enter into this Targeted Hire Agreement for Targeted Hire of Apprentices ("Targeted Hire Agreement"), to participate in the community workforce pipeline as set forth in the MOU.

I. Definitions.

All capitalized terms not defined in this Targeted Hire Agreement are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified career training and placement program or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by a Council-approved community-based organization, a Council affiliate, the Council itself, the California State Building & Construction Trades Council, or North America's Building Trades Unions ("NABTU").

At-Risk Youth. At-Risk Youth means a person between 18 and 24 years old that is either: 1) disconnected from school and/or work; 2) currently or formerly justice engaged; 3) in the foster care system; 4) pregnant/parenting; or 5) homeless.

Community Workforce Coordinator. Community Workforce Coordinator means the Santa Clara County Trades Orientation Program, or another entity as determined by mutual written agreement between the Council and Valley Water. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted

Workers who are available for work and their current contact information, and will provide this list to any of the Parties upon request.

Covered Contractor. Covered Contractor means a contractor of whatever tier that performs $250,000 or more of Covered Work (as that term is defined in Section 2.3 of the Agreement) on a Covered Project. A Covered Contractor is subject to the Workforce Goal set forth in Section II below. If a contractor performs less than $250,000 of Covered Work on a Covered Project, that contractor is not subject to the Targeted Workforce Goal, but may nonetheless participate voluntarily in the Targeted Workforce Goal.

Targeted Worker. Targeted Worker means an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Covered Project, has at least one of the following barriers to employment:

- Veteran of the U.S. military;
- Currently receiving public assistance;
- Emancipated from the foster care system;
- Currently participating in a reentry program or was formerly incarcerated;
- Currently homeless, recently housed (within the past twelve months), or at risk of losing their housing;
- Continuously unemployed for the previous one year;
- Family or household income that falls below the current HUD threshold for Low Income Households in Santa Clara County;
- An At-Risk Youth; or
- A survivor of labor trafficking.

II. Targeted Workforce Goal. The Parties have a goal of employing one (1) or more Targeted Worker(s) as a registered Apprentice on all Covered Projects, consistent with the applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, for at least twenty-five percent (25%) of each Covered Contractor's apprentice hours on a Covered Project. Priority shall be given to the employment of First Year Apprentices, subject to the needs of the Covered Project.

a) Nothing herein requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment. Any individual referred to a Covered Contractor shall be hired and employed at the Covered Contractor's discretion.

b) A Covered Contractor will receive credit toward the Workforce Goal for hours performed by a Targeted Worker assigned to work on a Covered Project or on another jobsite at the employer's discretion, provided the worker is assigned to the same job classification that would apply to the Targeted Worker on a Covered Project.

c) Covered Contractors shall properly supervise and pay all apprentices in accordance with the Master Agreements.

d) Covered Contractors will provide, upon request, certified payroll records and/or records of hours worked by Targeted Workers to the General Contractor (or equivalent), Valley Water, the Council, the Unions, or the Community Workforce Coordinator.

e) Covered Contractors will retain documentation sufficient to demonstrate that the Covered Contractor requested a sufficient number of Targeted Worker apprentices to satisfy the Targeted Workforce Goal.

f) **Community Workforce Coordinator Obligations.** The Community Workforce Coordinator will, upon request, refer the names of qualified, available, and willing Targeted Workers to Valley Water, the Council, the Unions and Covered Contractors. The Community Workforce Coordinator will also work with Valley Water to facilitate outreach events.

g) **Union Obligations.** To the maximum extent allowable, consistent with the applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, the Unions shall:

- Refer Targeted Workers as apprentices to Covered Contractors;
- Cooperate with Valley Water and community-based organizations designated by mutual agreement of Valley Water and the Council in conducting outreach to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable;
- Cooperate with the Community Workforce Coordinator and Covered Contractors in order to satisfy the requirements of this Targeted Hire Agreement; and
- Facilitate, encourage, and assist Targeted Worker apprentices in their progress and success in joint labor/management apprenticeship programs.

h) **Valley Water Obligations.** Valley Water shall have a designated person or persons responsible for liaising with the Community Workforce Coordinator and conducting at least the following activities, to maximize the employment of Targeted Workers on Covered Projects:

- Notify the Community Workforce Coordinator on a quarterly basis of upcoming Covered Projects;
- Communicate with the Community Workforce Coordinator regarding Covered Project work schedules, delays, major changes in scope, or other updates affecting labor demand in order to facilitate timely referral of Targeted Workers;

- Host or coordinate outreach events with Covered Contractors or prospective contractors on Covered Projects;
- Monitor compliance with this Addendum B via reporting requirements in its Construction Contracts.

III. Satisfying Workforce Goal. A Covered Contractor meets its obligations under this Targeted Hire Agreement by complying with both of the following:

(a) Prior to commencing work on the Covered Project, submitting a Targeted Hiring Form to the Community Workforce Coordinator and the Santa Clara & San Benito Counties Building and Construction Trades Council;

(b) Making best efforts to employ Targeted Workers as registered Apprentices on all Covered Projects for a least twenty-five percent (25%) of apprentice hours (or equivalent work on another jobsite, provided the apprentice is assigned to the same job classification the apprentice would have been assigned to on the Covered Project). Best faith efforts shall include, at a minimum:

1) Requesting a list of available and qualified Targeted Workers from the Community Workforce Coordinator prior to hiring for Covered Project work; and

2) Requesting that the applicable Union(s) provide qualified and available Targeted Workers for employment consideration in a number sufficient to meet the Workforce Goal under Section II; and

3) If a Targeted Worker is not otherwise available, and if permissible under the applicable Master Agreement, hiring hall procedures and apprenticeship program standards, sponsoring at least one (1) Targeted Worker into a Union apprenticeship program and employing that Targeted Worker on a Covered Project.

IV. Consequences of Non-Compliance. The Joint Administrative Committee ("JAC") established by the Agreement shall consider allegations of non-compliance with this Targeted Hire Agreement. If there is a determination by the JAC that a Party failed to meet its obligations hereunder, the issue will be referred to the grievance procedure as provided in Article 13 of the Agreement. At any time during the process of compliance review, the JAC shall have the authority to reach a resolution with the Covered Contractor.

V. Reporting. The Council and Community Workforce Coordinator shall report to Valley Water on an annual basis regarding the goals of this Targeted Hire Agreement. Such reports will be discussed and approved at JAC meetings before provision to Valley Water. Covered Contractors agree to provide information upon request to the Council, the Community Workforce Coordinator, or Valley Water, as needed to assess the effectiveness of this Targeted Hire Agreement.

Valley Water and the Council may request to meet and confer regarding additional or revised terms and/or procedures in order to improve the employment of Targeted Worker apprentices on Covered Projects.

Nothing in this Targeted Hire Agreement is intended to conflict with or supersede the reporting requirements imposed by Valley Water on its contractors.

VI. ***Implementation.*** The JAC shall help monitor and implement this Targeted Hire Agreement.

APPENDIX B

PERMITS AND AGREEMENTS

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

January 26, 2026

John Bourgeois
Valley Water
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr Bourgeois:

No Lake or Streambed Alteration Agreement Needed
Notification No. EPIMS-SCL-63926-R3
BERRYESSA CREEK SUB-WATERSHED ENHANCEMENTS: OFFSITE MITIGATION FOR THE UPPER BERRYESSA CREEK FLOOD RISK MANAGEMENT PROJECT

The California Department of Fish and Wildlife (CDFW) has reviewed your Lake or Streambed Alteration Notification (Notification). We have determined that your project is subject to the notification requirement in Fish and Game Code section 1602, including payment of the notification fee.

CDFW has also determined that your project will not substantially adversely affect an existing fish or wildlife resource. As a result, you will not need a Lake or Streambed Alteration Agreement for your project. You are responsible for complying with all applicable local, state, and federal laws in completing your work. A copy of this letter and your notification with all attachments should be available at all times at the work site.

Please note that if you change your project so that it differs materially from the project you described in your original notification, you will need to submit a new notification and corresponding fee to CDFW.

Thank you for notifying us of your project. If you have questions regarding this letter, please contact Michelle Battaglia at 707-339-6052 or by email at Michelle.Battaglia@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Jason Faridi
FEEF0FAD3CD448D...

Jason Faridi
Senior Environmental Scientist (Supervisor)

Docusign Envelope ID: 18E05765-9DDF-4EFE-8060-D812084AF5C8

ec: Michelle Battaglia, Senior Environmental Scientist (Specialist)
Valley Water Permitting Liaison, CDFW
Michelle.Battaglia@wildlife.ca.gov

Lisa Holm
Valley Water
lholm@valleywater.org

APPENDIX C

SOLID WASTE DISPOSAL AND RECYCLING REPORT FORM

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SOLID WASTE DISPOSAL AND RECYCLING REPORT

CEM-4401 (NEW 11/2006)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

1

Project Name:		Type of Work:	Ongoing Report ☐ Final Annual Report ☐
Contract Number:	Co./Rte/PM	Report for Calendar Year _____	[Note: Separate reports needed for each calendar year]
Contractor Name:		Phone Number:	Fax:
Street Address		City, State, Zip	

Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.

Signature:	Print Name and Title:	Date of Report:

2

***NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.**

NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY (OR ENTER "REUSED" FOR MATERIALS GENERATED AND REUSED ON THIS JOB)	CHECK IF LANDFILL	CHECK IF RECYCLER	**TYPE OF MATERIAL** (Enter a letter for each type on a separate line): A = Asphalt Concrete; C = Concrete; M = Metal; D = Mixed Debris; W = Wood/Cleared Vegetation; O = Other [Please Describe]† ***See note above**	**TYPE OF ACTIVITY** (Enter one activity per line) 1 = Source - Separated Materials Recycling 2 = On-Site Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer to Station 6 = Other [Please Describe]††	**AMOUNT TAKEN TO LANDFILL (TONS)**	**AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (TONS)**	**AMOUNT GENERATED AND THEN REUSED ON THIS JOB (TONS)**

† Describe Material:

†† Describe the Activity:

3

I have reviewed the information submitted in this report for completeness.

Resident Engineer's Name (Please Print):	Phone Number:
Signature:	Date:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SOLID WASTE DISPOSAL AND RECYCLING REPORT - INSTRUCTIONS

CEM-4401 (NEW 11/2006)

Section 1: To be completed by the contractor

Project Name: Give a brief description of the project, e.g., "Route 1 widening in Fort Bragg, CA"
Type of Work: Enter a general work description, e.g. "AC Grinding"
Ongoing Report: Checking this box means this is an annual report for a continuing project. More reports will follow this one
Final Annual Report: Checking this box means this report is for the calendar year of contract acceptance
Contract Number: Enter District/EA
Co./Rte/PM: Enter County/Route/Post-Mile
Report for Calendar Year: The calendar year for which data was collected - January 1 to December 31 [Note: This report is an annual report. A separate report is needed for each calendar year]
Company Information: Contractor Name, Phone Number, Fax Number, Street Address, City, State and Zip

Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.

Contractor should verify the data entered on this form, then sign the report and print your name, title, and date.
Return this report to the resident engineer by January 15 of each calendar year or within 15 days of contract acceptance.

Section 2: To be completed by the contractor

To count towards diversion, "solid waste" is defined as including any solid waste which would normally be disposed of at a disposal facility (PRC Section 41781 (b))

***NOTE: Earth and rock material must not be reported as either waste material diverted from or disposed of in landfills.**

NAME AND LOCATION OF RECYCLING OR DISPOSAL FACILITY (or enter "reused" for materials generated and reused on this job)
Each address should be checked as either landfills or recycler. When using a recycling facility that exists inside a landfill, check recycler and do not check landfill. When the solid waste is generated and reused on the job, the word "Reused" should be entered in place of the address.

TYPE OF MATERIAL Enter a letter for each type on a separate line:
A = Asphalt Concrete, C = Concrete; M = Metal; D = Mixed Debris; W = Wood/Cleared Vegetation; O = Other
[Describe the material when "Other" is selected]†

TYPE OF ACTIVITY Enter a number for each activity one per line:
1 = Source-Separated Materials Recycling; 2 = On-Site Reuse; 3 = Mixed Debris Recycling; 4 = Reuse of Salvageable Items;
5 = Disposal at Landfill or Transfer to Station; 6 = Other [Describe the activity when "Other" is selected]††

AMOUNT TAKEN TO LANDFILL (Tons): Enter the amount of any solid waste, in tons, that is generated on this project and taken to a landfill.

AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (Tons): Enter the amount of any solid waste, in tons, that is generated on this project and taken to a recycling facility.

Solid waste from this job that is used in other projects, given to other agencies (county, city, etc.) or given to private individuals for reuse will be entered as taken to a recycling facility. In this case, check the activity as "Other" and describe who gets the solid waste in the row for other activity. (e.g. given to county, city or developer)

AMOUNT GENERATED AND THEN REUSED ON THIS JOB (Tons): Enter the amount of any solid waste, in tons, that is generated on this project and then reused.

TOTAL SOLID WASTE FROM EACH JOB SHOULD APPROXIMATE THE SUM OF THE THREE QUANTITIES ABOVE.

For calculating weights, some volume to weight conversions may be needed. These conversion factors may be found at the California Integrated Waste Management Board's (CIWMB) web site at:
http://www.ciwmb.ca.gov/LGLibrary/DSG/Apndxl.htm#Conversion

Section 3: To be completed by the resident engineer

I have reviewed the information submitted in this report for completeness.

Resident engineer please review the report. If the form is complete, sign and print your name, phone number, and date.
Discuss and resolve with the contractor any deficiency on the form.

APPENDIX D

CONTRACTOR'S BIOLOGIST QUALIFICATIONS

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Minimum Qualifications of the Contractor Biologist

A Contractor Biologist is an individual hired by a Contractor to the District to carry out the biological provisions of a District project. The Contractor Biologist shall oversee projects, develop and follow biological survey protocols, perform biological field surveys, and shall meet the minimum qualifications outlined in these guidelines.

Qualified Contractor Biologist: The qualified Contractor biologist must possess educational and/or professional training in ornithology, habitat assessment and principles of wildlife management or conservation biology. The qualified Contractor Biologist must be familiar with the species of birds and bird resources or other applicable resources (e.g., amphibians and reptiles) likely to be encountered on this project. The qualified Contractor Biologist must have sufficient background experience to implement protocols, collect and organize biological data, and be capable of making appropriate decisions in the field. A qualified Contractor Biologist is a professional biologist in any of the categories below who meet the following minimum qualifications:

Basic Experience Requirements:

- Biologist specializing or trained in wildlife resources
- Biologist with a minimum of five (5) years academic training and professional experience in biological studies and related resource management activities
- Biologist with a minimum of two (2) years conducting surveys for each species that may be present in the project area
- Botanist with a minimum of 5 years of academic training and professional experience in botanical sciences and related resource management activities

Basic Knowledge Requirements:

- Basic principles and practices of ecology, biology, botany, wetlands science, wildlife management and related natural resources management.
- Pertinent federal, state, and local codes, laws and regulations.
- Principles of business letter writing and basic report preparation

Basic Ability Requirements:

- Perform scientific research, analysis, and reporting.
- Sufficient knowledge to analyze and evaluate complex biological data and technical reports in order to make recommendations based on results and findings.
- Read and interpret maps, plans, specifications, and contract documents.
- Possess specific quantitative techniques to evaluate resource functions and values.
- Use computer programs and their biological resource applications.
- Possess monitoring techniques and data evaluation skills in order to develop and implement mitigations and monitoring programs.
- Interpret and explain applicable environmental laws and regulations.
- Prepare clear and concise reports.
- Understand and carry out oral and written instructions.
- Maintain accurate notes and records.

- Communicate clearly and concisely, both verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.

Experience and Training Guidelines:

A combination of experience and training considered by the District as to likely provide the required knowledge and abilities for the project will be deemed as qualifying. An example of a typical way to obtain the knowledge and abilities would be:

Experience: Two years of experience performing biological, ecological, or other related scientific research

Training: Equivalent to a Bachelors degree from an accredited college or university with major course work in biological or natural sciences, ecology, or a related field.

Directly related experience may be substituted for the college requirements on the basis of one and one-half (1.5) years of experience for one year of education, to a maximum of four years.

APPENDIX E

VALLEY WATER BMPs

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Applicable Best Management Practices, Conditions, and Avoidance and Minimization Measures

Valley Water BMPs

Valley Water Handbook BMPs relevant to the project include the following:

- **AQ-1: Use Dust Control Measures** – Implement Bay Area Air Quality Management District Dust Control Measures, Dust control measures would minimize erosion by requiring exposed surfaces to be watered, limiting vehicle speed and idling times, and planting or paving exposed surfaces as soon as possible, among other measures.
- **AQ-2: Avoid Stockpiling Odorous Materials** – Materials with decaying organic material, or other potentially odorous materials, will be handled in a manner that avoids impacting residential areas and other sensitive receptors, including materials within 1,000 feet of residential areas or other odor sensitive land uses and odorous stockpiles will be disposed of at an appropriate landfill.
- **BI-5: Avoid Impacts to Nesting Migratory Birds** – Nesting birds and their nests will be protected from abandonment, loss, damage, or destruction. Nesting bird surveys will be performed by a qualified biologist prior to any activity that could result in the abandonment, loss, damage, or destruction of birds, bird nests, or nesting migratory birds. Inactive bird nests may be removed with the exception of raptor nests. Birds, nests with eggs, or nests with hatchlings will be left undisturbed.
- **BI-6: Avoid Impacts to Nesting Migratory Birds from Pending Construction** – Nesting exclusion devices may be installed to prevent potential establishment or occurrence of nests in areas where construction activities would occur. All nesting exclusion devices will be maintained throughout the nesting season or until completion of work in an area makes the devices unnecessary. All exclusion devices will be removed and disposed of when work in the area is complete.
- **CU-1: Accidental Discovery of Archaeological Artifacts or Burial Finds** – In the event that archaeological artifacts, tribal cultural resources, or burial remains are accidently discovered during construction, measures will be implemented to meet PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines, County Coroner, California Native American Heritage Commission, and/or the County Coordinator of Indian Affairs. If archaeological remains are inadvertently discovered, all excavation within 100 feet of the find will immediately cease, and a consulting archaeologist will visit the site as soon as practicable. The archaeologist will determine if the find is significant or not. If found significant, then the archaeologist will develop within 48 hours an Action Plan which will include provisions to minimize impacts and if required, a Data Recovery Plan for recovery of artifacts. If a tribal cultural resource cannot be avoided, the Action Plan will include notification of the appropriate Native American tribe and consultation with the tribe regarding acceptable recovery options. If human remains are inadvertently discovered, then all work within 100 feet of the discovery or any nearby area reasonably suspected to overlie adjacent

remains will cease except as authorized by the County Coroner, California Native American Heritage Commission, and/or the County Coordinator of Indian Affairs.

- **HM-7: Restrict Vehicle and Equipment Cleaning to Appropriate Locations** – Vehicles and equipment may be washed only at approved areas. No washing of vehicles or equipment will occur at job sites.
- **HM-8: Ensure Proper Vehicle and Equipment Fueling and Maintenance** – No fueling or servicing will be done in a waterway or immediate flood plain, unless equipment stationed in these locations is not readily relocated (i.e., pumps, generators). For stationary equipment that must be fueled or serviced onsite, containment will be provided to prevent any spill from entering any waterway or damaging riparian vegetation. If emergency repairs are required in the field, only those repairs necessary to move equipment to a more secure location will be done in a channel or floodplain.
- **HM-9: Ensure Proper Hazardous Materials Management** – Measures will be implemented to ensure that hazardous materials are properly stored and handled, and the quality of water resources is protected by all reasonable means.
- **HM-10: Utilize Spill Prevention Measures** – Accidental release of chemicals, fuels, lubricants, and non-storm drainage water will be prevented by training field personnel, providing spill cleanup equipment and materials onsite and spills will be cleaned up immediately and disposed of according to applicable regulatory requirements.
- **HM-12: Incorporate Fire Prevention Measures** – All earthmoving and portable equipment with internal combustion engines will be equipped with spark arrestors. During the high fire danger period (April 1 through December 1), work crews will have appropriate fire suppression equipment available at the work site. An extinguisher shall be available when welding or other repair activities that can generate sparks occur. Smoking shall be prohibited except in designated staging areas and at least 20 feet from any combustible chemicals or vegetation.
- **WQ-3: Limit Impact of Pump and Generator Operation and Maintenance** – Pumps and generators will be maintained and operated in a manner that minimizes impacts to water quality and aquatic species. Pump intakes will be screened to prevent uptake of fish and other vertebrate; those in steelhead creeks will meet NMFS criteria.
- **WQ-4: Limit Impacts from Staging and Stockpiling Materials** – To protect onsite vegetation and water quality, staging areas should occur in disturbed areas that are already compacted and only support ruderal vegetation. Equipment and materials will be stored in the existing service roads, paved roads, or other pre-determined staging areas. Materials will not be stockpiled or stored where they could spill into water bodies or storm drains. No runoff from staging areas may be allowed to enter waterways adequate filtration (e.g., vegetated buffer, swale, hay wattles or bales, silt screens). During the wet season, no stockpiled soils will remain exposed, unless protected by erosion control.
- **WQ-5: Stabilize Construction Entrances and Exits** – Measures will be implemented to minimize soil from being tracked onto streets near work sites. Methods used to prevent mud from being tracked out of work sites onto roadways include installing a layer of geotextile mat, followed by gravel on unsurfaced access roads. Access will be provided as close to the

work area as possible, using existing ramps where available and minimizing disturbance to water body bed and banks and the surrounding land uses.

- **WQ-6: Limit Impact of Concrete Near Waterways** – Fresh, uncured concrete will be isolated until it no longer poses a threat to water quality. An area outside of the channel and floodplain will be designated to clean out concrete transit vehicles.
- **WQ-11: Maintain Clean Conditions at Work Sites** – The work site, areas adjacent to the work site, and access roads will be maintained in an orderly condition, free and clear from debris and discarded materials. Personnel will not sweep, grade, or flush surplus materials, rubbish, debris, or dust into storm drains or waterways. Any materials and equipment left on the site overnight will be stored to avoid erosion, leaks, or other potential impacts to water quality. Upon completion of work, all construction-related materials will be removed from the work site.
- **WQ-16: Prevent Stormwater Pollution** – 1. Soils exposed due to project activities will be seeded and stabilized using hydroseeding, straw placement, mulching, and/or erosion control fabric prior to significant rainfall. No non-porous fabric will be used as part of a permanent erosion control approach. Plastic sheeting may be used to temporarily protect a slope from runoff, but only if there are no indications that special-status species would be impacted by the application. All temporary construction-related erosion control methods shall be removed at the completion of the project.
- **WQ-17: Manage Sanitary and Septic Waste** – All temporary sanitary facilities will be located where overflow or spillage will not enter a watercourse directly or indirectly.
- **TR-1: Incorporate Public Safety Measures** – Fences, barriers, lights, flagging, guards, and signs will be installed as determined appropriate by the public agency having jurisdiction, to give adequate warning to the public of the construction and of any dangerous condition to be encountered as a result thereof.

VHP Conditions and Avoidance and Minimization Measures

VHP Conditions relevant to the project include the following:

- Condition 1: Avoid Direct Impacts on Legally Protected Plant and Wildlife Species
- Condition 3: Maintain Hydrologic Conditions and Protect Water Quality
- Condition 4: Avoidance and Minimization for In-Stream Projects
- Condition 5: Avoidance and Minimization for In-stream Operations and Maintenance
- Condition 11: Stream and Riparian Setbacks (note that although this condition is applicable to the project, the project meets the criteria of exemption 4: Covered activities that require work within or adjacent to streams such as bridges, levee maintenance and repair, flood-protection projects, stream maintenance, outfall installation and maintenance, flood-protection capital projects, dam-related capital projects).
- Condition 12: Wetland and Pond Avoidance and Minimization (note that the project would not directly impact any wetlands; however, Valley Water would implement the relevant

measures prescribed in Condition 12 [e.g., erosion control] to avoid indirect impacts to wetlands during construction).

- Condition 17: Tricolored Blackbird (note that although this condition is applicable to the project, Valley Water has determined that no suitable nesting habitat for tri-colored blackbird exists within 250 feet of the proposed work area. If a new blackbird nesting colony becomes established with 250 feet of work area during construction, Valley Water would implement the avoidance measures prescribed in Condition 17 [e.g., 250-foot non-disturbance buffers]).

VHP Aquatic and Avoidance and Minimization Measures (AMMs)[1] applicable to the modified project include the following:

- **VHP General Aquatic AMMs**
  - 1: Minimize the potential impacts on covered species most likely to be affected by changes in hydrology and water quality.
  - 2: Reduce stream pollution by removing pollutants from surface runoff before the polluted surface runoff reaches local streams.
  - 3: Maintain the current hydrograph and, to the extent possible, restore the hydrograph to more closely resemble predevelopment conditions.
  - 4: Reduce the potential for scour at stormwater outlets to streams by controlling the rate of flow into the streams.
  - 5: Invasive plant species removed during maintenance will be handled and disposed of in such a manner as to prevent further spread of the invasive species.
  - 7: Personnel shall prevent the accidental release of chemicals, fuels, lubricants, and non-storm drainage water into channels.
  - 8: Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations).
  - 9: Personnel shall implement measures to ensure that hazardous materials are properly handled and the quality of water resources is protected by all reasonable means when removing sediments from the streams.
  - 11: Vehicles shall be washed only at approved areas. No washing of vehicles shall occur at job sites.
  - 12: No equipment servicing shall be done in the stream channel or immediate flood plain, unless equipment stationed in these locations cannot be readily relocated (i.e., pumps, generators).
  - 14: If high levels of groundwater in a work area are encountered, the water is pumped out of the work site. If necessary to protect water quality, the water shall be directed into specifically constructed infiltration basins, into holding ponds, or onto areas with vegetation to remove sediment prior to the water re-entering a creek.

[1] AMMs are from VHP Table 6-2.

- 26: Any sediment removed from a project site shall be stored and transported in a manner that minimizes water quality impacts.
- 28: Where practical, the removed sediments and gravels will be re-used.
- 29: Existing native vegetation shall be retained by removing only as much vegetation as necessary to accommodate the trail clearing width. Maintenance roads should be used to avoid effects on riparian corridors.

- **VHP Project Design AMMs**
  - 34: Use the minimum amount of impermeable surface (building footprint, paved driveway, etc.) as practicable.
  - 35: Use pervious materials, such as gravel or turf pavers, in place of asphalt or concrete to the extent practicable.
  - 38: Use flow dissipaters at runoff inlets (e.g., culvert drop-inlets) to reduce the possibility of channel scour at the point of flow entry.
  - 39: Minimize alterations to existing contours and slopes, including grading the minimum area necessary.
  - 40: Maintain native shrubs, trees, and groundcover whenever possible and revegetate disturbed areas with local native or non-invasive plants.
  - 49: The project or activity must be designed to avoid the removal of riparian vegetation, if feasible. If the removal of riparian vegetation is necessary, the amount shall be minimized to the amount necessary to accomplish the required activity and comply with public health and safety directives.
  - 51: All projects will be conducted in conformance with applicable county and/or city drainage policies.
  - 52: Adhere to the siting criteria described for the borrow site covered activity.
  - 53: When possible, maintain a vegetated buffer strip between staging/excavation areas and receiving waters.
  - 54: When not within the construction footprint, deep pools within stream reaches shall be maintained as refuge for fish and wildlife by constructing temporary fencing and/or barrier so as to avoid pool destruction and prevent access from the project site.
  - 58: Existing access routes and levee roads shall be used if available to minimize impacts of new construction in special status species habitats and riparian zones.
- **VHP Construction AMMs**
  - 61: Minimize ground disturbance to the smallest area feasible.
  - 62: Use existing roads for access and disturbed area for staging as site constraints allow.
  - 63: Prepare and implement sediment erosion control plans.
  - 64: No winter grading unless approved by City Engineer and specific erosion control measures are incorporated.

- 65: Control exposed soil by stabilizing slopes (e.g., with erosion control blankets) and protecting channels (e.g., using silt fences or straw wattles).
- 66: Control sediment runoff using sandbag barriers or straw wattles.
- 67: No stockpiling or placement of erodible materials in waterways or along areas of natural stormwater flow where materials could be washed into waterways.
- 68: Stabilize stockpiled soil with geotextile or plastic covers.
- 69: Maintain construction activities within a defined project area to reduce the amount of disturbed area.
- 70: Only clear/prepare land which will be actively under construction in the near term.
- 71: Preserve existing vegetation to the extent possible.
- 72: Equipment storage, fueling and staging areas will be sited on disturbed areas or non-sensitive habitat outside of a stream channel.
- 73: Avoid wet season construction.
- 74: Stabilize site ingress/egress locations.
- 75: Dispose of all construction waste in designated areas and prevent stormwater from flowing onto or off these areas.
- 76: Prevent spills and clean up spilled materials.
- 77: Sweep nearby streets at least once a day.
- 83: Sediments will be stored and transported in a manner that minimizes water quality impacts. If soil is stockpiled, no runoff will be allowed to flow back to the channel.
- 84: Appropriate erosion control measures will be used on site to reduce siltation and runoff of contaminants into wetlands, ponds, streams, or riparian vegetation. Fiber rolls used for erosion control will be certified as free of noxious weed seed. Filter fences and mesh will be of material that will not entrap reptiles and amphibians.
- 86: Topsoil removed during soil excavation will be preserved and used as topsoil during revegetation when it is necessary to conserve the natural seed bank and aid in revegetation of the site.
- 87: Vehicles operated within and adjacent to streams will be checked and maintained daily to prevent leaks of materials that, if introduced to the water, could be deleterious to aquatic life.
- 88: Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed areas.
- 89: The potential for traffic impacts on terrestrial animal species will be minimized by adopting traffic speed limits.
- 90: All trash will be removed from the site daily to avoid attracting potential predators to the site.

- 94: Personnel shall use existing access ramps and roads if available. If temporary access points are necessary, they shall be constructed in a manner that minimizes impacts to streams.
- 96: Isolate the construction area from flowing water until project materials are installed and erosion protection is in place.
- 97: Erosion control measures shall be in place at all times during construction.

- **VHP Post-Construction AMMs**
  - 99: Conduct street cleaning on a regular basis.
  - 100: Potential contaminating materials must be stored in covered storage areas or secondary containment that is impervious to leaks and spills.
  - 101: Runoff pathways shall be free of trash containers or trash storage areas. Trash storage areas shall be screened or walled.
  - 102: Immediately after project completion and before close of seasonal work window, stabilize all exposed soil with mulch, seeding, and/or placement of erosion control blankets.
  - 104 Measures will be utilized on site to prevent erosion along streams (e.g., from road cuts or other grading), including in streams that cross or are adjacent to the project proponent's property.
  - 112: Pumps and generators shall be maintained and operated in a manner that minimizes impacts to water quality and aquatic species.
  - 114: Erosion control methods shall be used as appropriate during all phases of routine maintenance projects to control sediment and minimize water quality impacts.

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APPENDIX F

HAZARDOUS SUBSTANCE LIABILITY ASSESSMENT (HSLA)

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30 March 2026

Mr. Gary Ohea

Santa Clara Valley Water District

5750 Almaden Expressway

San Jose, CA 95118

RE: Task Order #48 (Job No. (Job No. 26174041-1685)

Report for Upper Berryessa Creek Offsite Mitigation Project Phase II HSLA

Fremont, Milpitas, and San Jose, CA

Dear Mr. Ohea:

Locus Environmental (Locus) has prepared the following report for a hazardous materials sample survey of Santa Clara Valley Water District's Calera Creek, Arroyo De Los Coches, Berryessa Creek, Scott Creek, Piedmont Creek and Thompson Creek project areas in San Jose, Milpitas, and Fremont. This task is authorized under Task Order 48, Job No. 26174041-1685 between Locus and VW, signed 30 December 2025. This report presents the results of the materials sampling and analysis taken on 26 January 2025.

If you have any questions, feel free to contact me by e-mail at tuana@locusenv.com or by phone at 408-781-2150.

Sincerely,

Alan Tuan Jr

Alan Tuan

Project Supervisor

AT/bl

Hazardous Substances Liability Assessment

Six Riparian Project Areas across Fremont, Milpitas, and San Jose

Prepared for:

Valley Water

30 March 2026

Project No. 2908525-1047

Locus ENVIRONMENTAL

Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in § 312.10 of 40 C.F.R. 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.

_____
Nancy-Jeanne LeFevre, PE

_____30 March 2026_____
Date



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1. Executive Summary

On 26-27 January 2026, Locus Environmental (Locus) and its sub-contractor Cascade Drilling performed a hazardous substances liability assessment (HSLA) environmental site investigation of six Valley Water (VW) riparian project areas (Calera Creek, Arroyo De Los Coches, Berryessa Creek, Thompson Creek, Scott Creek, and Piedmont Creek) across San Jose, Milpitas, and Fremont. Sixteen (16) shallow soil samples were collected in total at a depth of 18" below ground surface (bgs). The purpose of this investigation is to support VW's Upper Berryessa Creek off-site mitigation project, involving the planting of mitigation vegetation around and along the abovementioned creeks. The investigation was conducted to determine potential beneficial soil reuse onsite, or appropriate method and quantities of landfill disposal, inform contractor health and safety during planned mitigation vegetation planting, and determine the creek's suitability for planting.

Following analysis, arsenic, chromium, and nickel were detected in nearly all locations exceeding construction worker ESLs or Title 22 criteria, but within the range of expected background soil levels in California. Soluble threshold limit concentration (STLC) and toxicity characteristic leaching procedure (TCLP) testing confirmed the non-hazardous nature of the soil sampled at the project areas. Background concentrations may be considered to be naturally occurring. Soil from all project areas contain concentrations of metals, most notably arsenic and nickel, exceeding construction worker ESLs. These concentrations should be considered in the project health and safety plans for construction worker safety if large soil disturbances are expected. Valley Water should consult biologists and vegetation experts to select riparian species adapted for high soil metal concentrations to plant in the project areas. Soil excavated from these areas can be, at the discretion of Valley Water, reused on site. If offsite landfill disposal is necessary, soil from the Calera Creek, Arroyo De Los Coches, Scott Creek, Upper Berryessa, and Piedmont Creek project areas may be disposed of at a Class III or II landfill that accepts waste with total chromium concentrations below 100 mg/kg. Soil from the Thompson and Lower Berryessa Creek project areas will need to be disposed of at Class III or II landfills that accept waste with total chromium concentrations above 100 mg/kg. No other parameters analyzed in any samples exceeded construction worker ESLs or Title 22 hazardous waste criteria.

No groundwater was encountered during field sampling.

2. Introduction

Task Order 48 was authorized on 30 December 2025, in which VW requested support from Locus to perform a hazardous substances liability assessment (HSLA) environmental site investigation of the Calera Creek, Arroyo De Los Coches, Berryessa Creek, Thompson Creek, Scott Creek, and Piedmont Creek project areas across San Jose, Milpitas, and Fremont. The purpose of this investigation is to support VW's Upper Berryessa Creek off-site mitigation project, involving the planting of mitigation vegetation around and along the abovementioned creeks. A total of sixteen samples at a depth of 18" below ground surface between the project areas provides coverage for no more than 800 linear ft between sample locations. The investigation was conducted to determine potential beneficial soil reuse onsite, or appropriate method and quantities of

landfill disposal, inform contractor health and safety during planned mitigation vegetation planting, and determine the creek's suitability for planting.

For this investigation, Locus was specifically tasked with:

1. Determining potential beneficial soil reuse onsite, or appropriate method and quantities of landfill disposal
2. Informing contractor health and safety during planned mitigation vegetation planting
3. Determining the creek's suitability for planting.

3. Phase II Environmental Site Assessment

3.1. Preparatory Tasks

Prior to field sampling, Locus coordinated with VW's Alex Perdomo to facilitate access to the project areas. Underground Service Alert tickets were submitted for planned sampling locations, and relevant utility lines (PG&E in this case) were marked out by a technician.

3.2. Field Investigation Activities

Field work began the morning of January 26 with a safety meeting and signing of the Health and Safety Plan at the Scott Creek project area in Milpitas. Soil sampling was conducted by hand auguring to 18" bgs at the Calera Creek, Arroyo De Los Coches, Berryessa Creek, Scott Creek, and Piedmont Creek project areas (Figures 1 and 2). Sampling proceeded without incident, except for the sample location of Scott-1, which was enclosed by a gate with a non-standard VW lock. A sample was taken right outside the gate, which was still within the highlighted planting area marked out in the task order (Figure 2). The four sample locations at the Thompson Creek project area in southeast San Jose were sampled on the morning of January 27. Cascade Drilling conducted the hand auguring with Locus oversight.

Soil from the sample locations were placed in labeled laboratory supplied 16 oz. glass jars, chilled in an iced cooler, and transported for laboratory analysis under chain-of-custody documentation. Samples were analyzed by California state-certified laboratory, McCampbell Analytical Inc., 1534 Willow Pass Rd, Pittsburg, CA 94565. Samples were transported by courier within two days of sampling.

3.3. Soil Analytical Results

Soil samples were analyzed for CAM17 metals, pesticides and polychlorinated biphenyls, and asbestos. The Piedmont Creek sample was also analyzed for hydrocarbons as gas, diesel, and motor oil and volatile organic compound as per the work plan. Analytical results were compared to the San Francisco Bay Regional Water Quality Control Board (RWQCB) Environmental Screening Levels (ESLs) for construction worker (any land use / any depth) soil exposure ESLs, and CA Title 22 criteria for STLC or TCLP follow-up analysis. The construction worker ESLs were utilized for comparison because it is the most relevant for the future work planned at these sites by Valley Water. There are two construction worker ESLs, a cancer risk ESL and a non-cancer hazard ESL. The lowest applicable ESL was used for comparison.

TCLP and STLC criteria (from Title 22 of the California Code of Regulations) were utilized to determine method of disposal of excess soil cuttings. TCLP and STLC analysis tests the amount that a chemical will leach out of soil into the surrounding environment. To do this, a sample is first analyzed using the regular method to obtain the concentration of the analyte in the sample. If the concentration is above criteria for STLC/TCLP follow-up, then the sample is tested again using the specific TCLP and/or STLC test for that parameter. If results from the follow-up analyses exceed TCLP and/or STLC screening levels, the sample is determined to be hazardous.

Laboratory analysis reports are included in Appendix B

3.3.1. Asbestos

Asbestos was not detected in any soil samples above the hazardous limit of 1% (CCR Title 8 Section 1529). The highest detection was 0.25% asbestos by cross-sectional area at Scott-2.

3.3.2. TPH

No petroleum hydrocarbons were detected above construction worker ESLs in any sample. The only detection of motor oil and diesel was at Piedmont-1, and results were below applicable ESLs.

3.3.3. Pesticides/PCBs

No pesticides or PCBs were detected above construction worker ESLs in any sample. DDE was detected in the Calera-2 location at 2.1 mg/Kg, above the STLC criteria of 1 mg/Kg. The follow-up STLC test revealed a DDE concentration far below the hazardous waste classification criteria of 0.1 mg/L.

3.3.4. VOCs

No volatile organic compounds were detected above construction worker ESLs in any sample.

3.3.5. CA Title 22 Metals

All project areas exhibited levels of arsenic exceeding construction worker ESLs, but within the range of expected background soil arsenic concentrations for the area. Cobalt was detected in soil sampled from Lower Berryessa-1B at concentrations exceeding construction worker ESLs, but within the range of expected background soil cobalt levels. Most project areas exhibited levels of nickel exceeding construction worker ESLs, but within the range of expected background soil nickel concentrations for the area. Refer to Section 5 Conclusions regarding references for background soil concentrations of these constituents.

3.3.5.1. Samples Triggering STLC/TCLP Testing

Chromium concentrations in all sample locations besides Lower Berryessa-2 and Calera-2 exceeded the 50 mg/kg criteria for follow-up soluble threshold limit concentration (STLC) analysis. Chromium concentrations in Lower Berry-1B and Thompson-1 triggered the 100 mg/kg criteria for follow-up testing by the toxicity characteristic leaching procedure (TCLP). All these follow-up analyses resulted in non-detects or detections well below the Title 22 Chromium hazardous waste criteria of 5 mg/L.

4. Laboratory Quality Assurance/Quality Control

Laboratory QA/QC samples were prepared and analyzed to determine whether internal laboratory QA/QC procedures were followed during routine operations. Laboratory QA/QC samples are summarized in the sections below.

4.1. Method Blanks

Method blanks are internal laboratory samples that are used to assess laboratory QA/QC procedures. All method blank results were below the reporting limit.

4.2. Laboratory Control Sample/Laboratory Control Sample Duplicates

Laboratory control samples/laboratory control sample duplicates (LCS/LCSD) are prepared by spiking a known amount of chemical constituent into a clean soil sample. The results are used to demonstrate laboratory quality control.

LCS/LCSD samples were prepared for all analyses performed. An exceedance of percent recovery limits would mean there is a potential for sample concentrations to have a high bias. An LCSD percent recovery below acceptance limits would mean there is a potential for under-reported concentrations. All LCS/LCSDs prepared were within acceptable limits.

4.3. Matrix Spike/Matrix Spike Duplicates

Matrix Spike/Matrix Spike Duplicate (MS/MSD) samples are prepared by spiking a known amount of chemical constituent into a parent sample. The prepared samples are run as regular samples with the rest of the batch. MS/MSD samples are analyzed to assess accuracy and precision by means of percent recovery and relative percent difference (RPD), respectively. Percent recovery and RPD results are used to assess the quality of the current data.

No data was excluded from evaluation as a result of MS/MSD recoveries, which were all within limits.

4.4. Surrogates

Surrogates are used to assess the extraction procedure performed on every sample. Each sample is spiked with a known concentration of a surrogate compound that has chemical properties similar to the constituents being analyzed. This surrogate is then recovered following the extraction process. A recovery reported within the established laboratory control limit indicates that a normal extraction was executed and that laboratory instruments are performing properly.

Due to high presence of organic material in the Calera-2 sample, the sample was diluted twice during the surrogate spike for pesticides + PCBs, first at a dilution factor (DF) of 2, then at 20. Recovery of the surrogate at the DF of 20 slightly exceeded recovery limits. Pesticide and PCB results for this sample were given an S data qualifier, but since all results are well below their respective construction worker ESLs, the result was not excluded from evaluation.

5. CONCLUSIONS

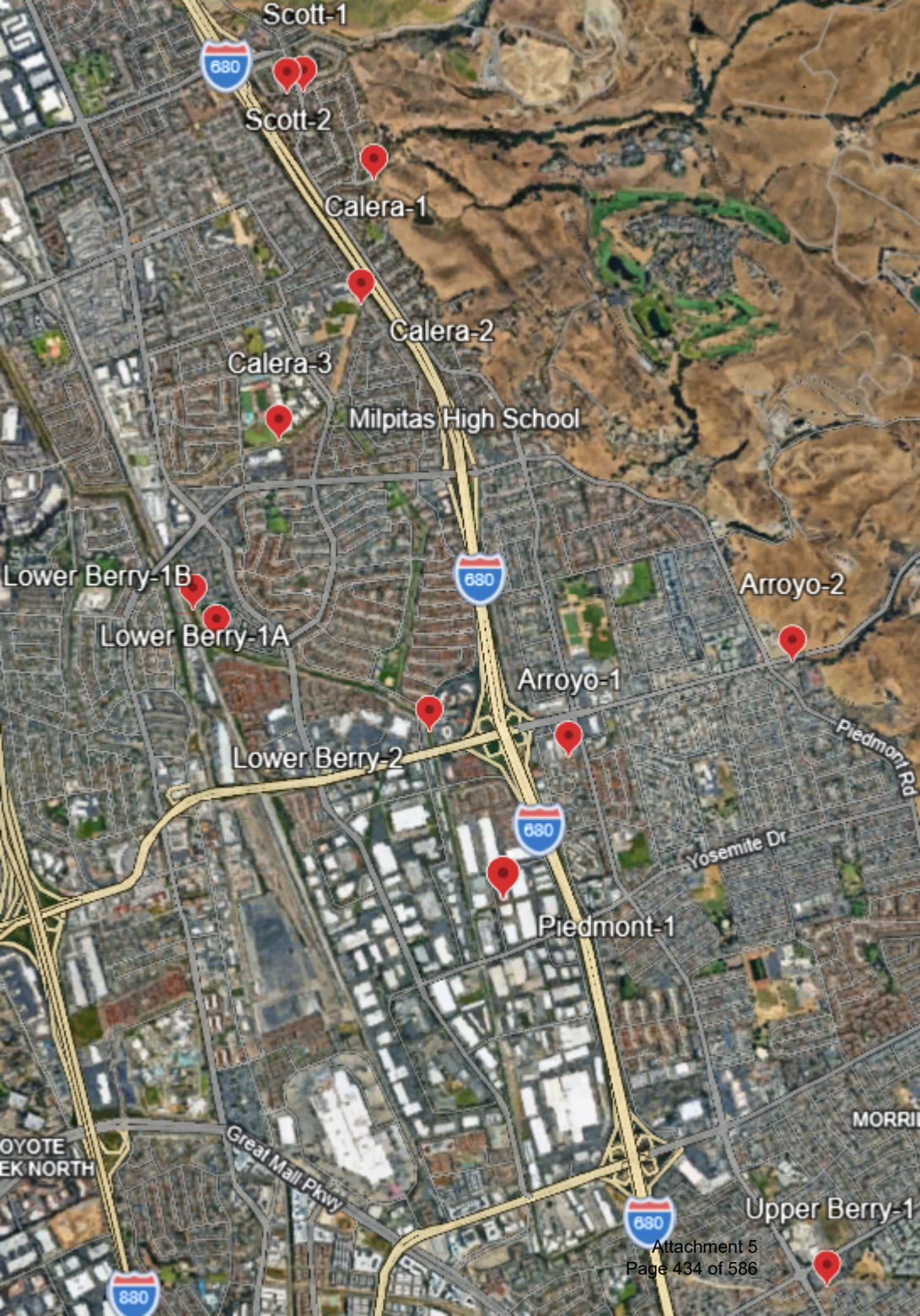
Arsenic, chromium, and nickel were present in nearly all locations exceeding construction worker ESLs or Title 22 criteria, but within the range of expected background levels in California. A statewide survey presented in "Background Concentrations of Trace and Major Elements in California Soils" (Bradford et al, March 1996), provided arsenic background levels ranging from 0.2 – 11 ppm, chromium background levels ranging from 23 – 1,579 ppm, and nickel background levels ranging from 5 – 509 ppm. Follow-up STLC and TCLP testing indicated that the soil sampled did not exceed hazardous thresholds. With regard to the vegetation planting project, Valley Water should consult biologists and vegetation experts to select riparian species adapted for high soil metal concentrations to plant in the project areas.

Locus recommends that soil from all project areas be treated as having metals (namely arsenic, chromium, and nickel) above construction works ESLs. These concentrations should be considered in the project health and safety plans for construction worker safety if large soil disturbances are expected. Soil excavated from these areas can be, at the discretion of Valley Water, reused on site. If offsite landfill disposal is necessary, soil from the Calera Creek, Arroyo De Los Coches, Scott Creek, Upper Berryessa, and Piedmont Creek project areas may be disposed of at a Class III or II landfill that accepts waste with total chromium concentrations below 100 mg/kg. Soil from the Thompson and Lower Berryessa Creek project areas will need to be disposed of at Class III or II landfills that accept waste with total chromium concentrations above 100 mg/kg. No other parameters analyzed in any samples exceeded construction worker ESLs or Title 22 hazardous waste criteria.

No groundwater was encountered during field sampling activities.

Figure 1

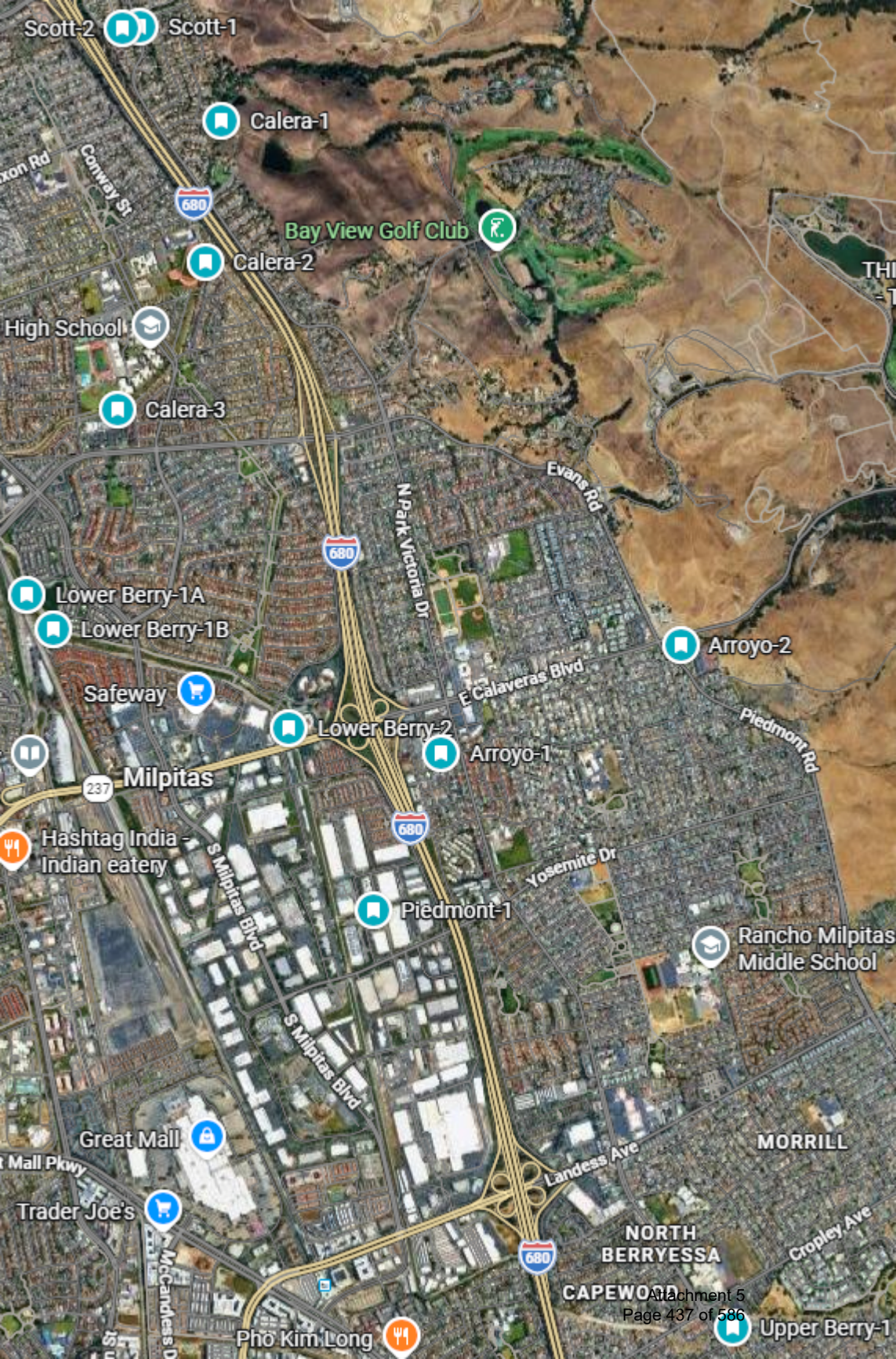
Valley Water Project Area Locations


Scott-1
Scott-2
Calera-1
Calera-2
Calera-3
Milpitas High School
Lower Berry-1B
Lower Berry-1A
Lower Berry-2
Arroyo-1
Arroyo-2
Piedmont-1
Upper Berry-1
680
880
Great Mall Pkwy
Yosemite Dr
Piedmont Rd


Quimby Rd
Thompson-1
Scottsdale Dr
Sand Point Dr
Smithers Dr
Gavilan Dr
Thompson-2
Sturla Dr
Fairfax Ct
Thompson-3
Thompson-4

Figure 2

Sample Locations Map


Scott-2
Scott-1
Calera-1
Conway St
680
Bay View Golf Club
Calera-2
High School
Calera-3
Evans Rd
N Park Victoria Dr
680
Lower Berry-1A
Lower Berry-1B
Arroyo-2
E Calaveras Blvd
Safeway
Lower Berry-2
Arroyo-1
Piedmont Rd
237
Milpitas
680
Hashtag India - Indian eatery
S Milpitas Blvd
Yosemite Dr
Piedmont-1
Rancho Milpitas Middle School
S Milpitas Blvd
Great Mall
MORRILL
Landess Ave
Trader Joe's
NORTH BERRYESSA
680
Cropley Ave
CAPEWOOD
Upper Berry-1
Phở Kim Long

Appendix 1

Field Log

Locus ENVIRONMENTAL

DAILY FIELD ACTIVITY LOG

Project Name: VW Upper Berryessa Phase II

Field Activity: Soil Sampling

Weather: clear

Project No.: 29085-22-1048

Date: 11/26/26 - 11/27/26

Logged by: BL

Page: _____ of _____

TIME	DAILY ACTIVITIES AND EVENTS
900	Brandon meets with Cascade. discuss locations, plan, access, safety
930	Digging for Scott-2 begins
945	Can't reach VW about Scott-2 proposed location change, utilities good, taking sample anyways ↓ gate isn't standard VW
1020	Cascade leaves truck at Calera-2, load up on Brandon's car for San Jose locations
1230	Lunch
1315	Continue last 5 samples
1445	OFF SITE
11/27/26	
900	Brandon, Cascade meet at Thompson locations, mobilize
1040	Thompson samples done
1100	OFF SITE

Comments/Remarks:

Appendix 2

Analytical Reports

McCampbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 2601J28

Report Created for: Locus Environmental

3193 Belick St., Unit 1,
Santa Clara, CA 95054

Project Contact: Brandon Lin
Project P.O.:
Project: 29085-22-1048; Upper Berryessa

Project Location: San Jose
Project Received: 01/29/2026

Analytical Report reviewed & approved for release on 02/05/2026 by:

Jena Alfaro
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current regulatory standards, where applicable, unless otherwise stated.

McCampbell Analytical, Inc.
"When Quality Counts"
1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CCV	Continuing Calibration Verification.
CCV REC (%)	% recovery of Continuing Calibration Verification.
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LCS2	Second LCS for the batch. Spike level is lower than that for the first LCS; applicable to method 1633.
LQL	Lowest Quantitation Level
MB	Method Blank
MB IS/SS % Rec	% Recovery of Internal Standard or Surrogate in Method Blank, if applicable
MB SS % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit [1]
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL.
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit [2]
RPD	Relative Percent Difference
RRT	Relative Retention Time
RSD	Relative Standard Deviation
SNR	Surrogate is diluted out of the calibration range

[1] MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016. Values are based upon our default extraction volume/amount and are subject to change.

[2] RL is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.) Values are based upon our default extraction volume/amount and are subject to change.

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Glossary of Terms & Qualifier Definitions

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TNTC	“Too Numerous to Count;” greater than 250 colonies observed on the plate.
TPH-Diesel	Sample results for semi-volatile TPH (diesel, kerosene, oil, etc) were calculated using a background subtraction procedure to correct for instrument baseline rise (column bleed) as described in Sec 7.7.2.2 of EPA 8015 B, C.
TZA	TimeZone Net Adjustment for sample collected outside of MAI's Coordinated Universal Time (UTC). (Adjustment for Daylight Saving is not accounted.)
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

Analytical Qualifiers

P	Agreement between the quantitative dual-column confirmation results exceed method recommended limits of 40% RPD. The lowest concentration is reported.
S	Surrogate recovery outside accepted recovery limits.
a3	Sample diluted due to high organic content interfering with quantitative/or qualitative analysis.
e2	Diesel range compounds are detected; no recognizable pattern
e7	Oil range compounds are detected.
k10	CARB 435 Exception 1 - No asbestos detected. The limit of quantitation (LOQ) = 0.25%.
k12	Asbestos observed but no asbestos points counted
k15	Chrysotile

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Scott-2-18 **Lab ID: 2601J28-001A**

Date Collected: 01/26/2026 09:40 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	0.25		0.25	1	%		CARB 435
Arsenic	4.72		0.500	1	mg/Kg		SW6020 B
Barium	215		5.00	1	mg/Kg		SW6020 B
Beryllium	0.554		0.500	1	mg/Kg		SW6020 B
Chromium	62.9		0.500	1	mg/Kg		SW6020 B
Cobalt	10.1		0.500	1	mg/Kg		SW6020 B
Copper	16.1		0.500	1	mg/Kg		SW6020 B
Lead	6.40		0.500	1	mg/Kg		SW6020 B
Nickel	81.7		0.500	1	mg/Kg		SW6020 B
Vanadium	42.7		0.500	1	mg/Kg		SW6020 B
Zinc	45.8		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.075		0.0010	1	mg/kg		SW8081B/8082A
p,p-DDT	0.0019	P	0.0010	1	mg/kg		SW8081B/8082A

Client ID: Scott-1-18 **Lab ID: 2601J28-002A**

Date Collected: 01/26/2026 09:50 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Arsenic	5.84		0.500	1	mg/Kg		SW6020 B
Barium	277		5.00	1	mg/Kg		SW6020 B
Beryllium	0.719		0.500	1	mg/Kg		SW6020 B
Chromium	79.2		0.500	1	mg/Kg		SW6020 B
Cobalt	13.3		0.500	1	mg/Kg		SW6020 B
Copper	20.9		0.500	1	mg/Kg		SW6020 B
Lead	8.15		0.500	1	mg/Kg		SW6020 B
Mercury	0.0690		0.0500	1	mg/Kg		SW6020 B
Nickel	103		0.500	1	mg/Kg		SW6020 B
Vanadium	55.9		0.500	1	mg/Kg		SW6020 B
Zinc	59.4		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.0032		0.0010	1	mg/kg		SW8081B/8082A

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1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Calera-1-18 **Lab ID: 2601J28-003A**

Date Collected: 01/26/2026 10:20 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Arsenic	6.17		0.500	1	mg/Kg		SW6020 B
Barium	206		5.00	1	mg/Kg		SW6020 B
Beryllium	0.547		0.500	1	mg/Kg		SW6020 B
Chromium	68.3		0.500	1	mg/Kg		SW6020 B
Cobalt	11.2		0.500	1	mg/Kg		SW6020 B
Copper	19.8		0.500	1	mg/Kg		SW6020 B
Lead	11.9		0.500	1	mg/Kg		SW6020 B
Mercury	0.100		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.677		0.500	1	mg/Kg		SW6020 B
Nickel	96.5		0.500	1	mg/Kg		SW6020 B
Vanadium	46.9		0.500	1	mg/Kg		SW6020 B
Zinc	56.3		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.35		0.0050	5	mg/kg		SW8081B/8082A
p,p-DDT	0.014		0.0010	1	mg/kg		SW8081B/8082A

Client ID: Arroyo-2-18 **Lab ID: 2601J28-004A**

Date Collected: 01/26/2026 10:40 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Arsenic	4.51		0.500	1	mg/Kg		SW6020 B
Barium	159		5.00	1	mg/Kg		SW6020 B
Chromium	60.4		0.500	1	mg/Kg		SW6020 B
Cobalt	10.6		0.500	1	mg/Kg		SW6020 B
Copper	23.9		0.500	1	mg/Kg		SW6020 B
Lead	6.68		0.500	1	mg/Kg		SW6020 B
Molybdenum	0.734		0.500	1	mg/Kg		SW6020 B
Nickel	51.3		0.500	1	mg/Kg		SW6020 B
Vanadium	57.2		0.500	1	mg/Kg		SW6020 B
Zinc	50.5		5.00	1	mg/Kg		SW6020 B

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1534 Willow Pass Road, Pittsburg, CA 94565-1701
Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Upper Berry-1-18 **Lab ID: 2601J28-005A**

Date Collected: 01/26/2026 11:10 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Arsenic	5.69		0.500	1	mg/Kg		SW6020 B
Barium	199		5.00	1	mg/Kg		SW6020 B
Beryllium	0.589		0.500	1	mg/Kg		SW6020 B
Chromium	66.2		0.500	1	mg/Kg		SW6020 B
Cobalt	13.7		0.500	1	mg/Kg		SW6020 B
Copper	27.7		0.500	1	mg/Kg		SW6020 B
Lead	9.63		0.500	1	mg/Kg		SW6020 B
Mercury	0.0580		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.730		0.500	1	mg/Kg		SW6020 B
Nickel	111		0.500	1	mg/Kg		SW6020 B
Vanadium	47.5		0.500	1	mg/Kg		SW6020 B
Zinc	59.7		5.00	1	mg/Kg		SW6020 B
a-Chlordane	0.0011		0.0010	1	mg/kg		SW8081B/8082A
g-Chlordane	0.0015	P	0.0010	1	mg/kg		SW8081B/8082A
p,p-DDD	0.0031		0.0010	1	mg/kg		SW8081B/8082A
p,p-DDE	0.16		0.0010	1	mg/kg		SW8081B/8082A
p,p-DDT	0.032		0.0010	1	mg/kg		SW8081B/8082A

Client ID: Piedmont-1-18 **Lab ID: 2601J28-006A**

Date Collected: 01/26/2026 11:30 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Antimony	0.600		0.500	1	mg/Kg		SW6020 B
Arsenic	5.45		0.500	1	mg/Kg		SW6020 B
Barium	196		5.00	1	mg/Kg		SW6020 B
Beryllium	0.579		0.500	1	mg/Kg		SW6020 B
Chromium	88.9		0.500	1	mg/Kg		SW6020 B
Cobalt	18.0		0.500	1	mg/Kg		SW6020 B
Copper	42.0		0.500	1	mg/Kg		SW6020 B
Lead	13.3		0.500	1	mg/Kg		SW6020 B
Mercury	0.402		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.709		0.500	1	mg/Kg		SW6020 B
Nickel	95.9		0.500	1	mg/Kg		SW6020 B
Vanadium	79.7		0.500	1	mg/Kg		SW6020 B
Zinc	75.9		5.00	1	mg/Kg		SW6020 B
TPH-Diesel (C10-C23)	2.2		2.0	1	mg/Kg		SW8015 B
TPH-Motor Oil (C18-C36)	29		10	1	mg/Kg		SW8015 B

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Arroyo-1-18 **Lab ID: 2601J28-007A**

Date Collected: 01/26/2026 11:50 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Arsenic	4.33		0.500	1	mg/Kg		SW6020 B
Barium	210		5.00	1	mg/Kg		SW6020 B
Beryllium	0.650		0.500	1	mg/Kg		SW6020 B
Chromium	54.2		0.500	1	mg/Kg		SW6020 B
Cobalt	10.2		0.500	1	mg/Kg		SW6020 B
Copper	18.4		0.500	1	mg/Kg		SW6020 B
Lead	8.24		0.500	1	mg/Kg		SW6020 B
Nickel	59.8		0.500	1	mg/Kg		SW6020 B
Vanadium	46.3		0.500	1	mg/Kg		SW6020 B
Zinc	47.4		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.0028		0.0010	1	mg/kg		SW8081B/8082A

Client ID: Lower Berry-2-18 **Lab ID: 2601J28-008A**

Date Collected: 01/26/2026 12:10 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Arsenic	4.65		0.500	1	mg/Kg		SW6020 B
Barium	235		5.00	1	mg/Kg		SW6020 B
Chromium	44.0		0.500	1	mg/Kg		SW6020 B
Cobalt	11.5		0.500	1	mg/Kg		SW6020 B
Copper	18.6		0.500	1	mg/Kg		SW6020 B
Lead	9.21		0.500	1	mg/Kg		SW6020 B
Mercury	0.0630		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.520		0.500	1	mg/Kg		SW6020 B
Nickel	52.7		0.500	1	mg/Kg		SW6020 B
Vanadium	45.8		0.500	1	mg/Kg		SW6020 B
Zinc	67.2		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.0051		0.0020	2	mg/kg		SW8081B/8082A

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Lower Berry-1A-18 **Lab ID: 2601J28-009A**

Date Collected: 01/26/2026 13:00 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Antimony	0.569		0.500	1	mg/Kg		SW6020 B
Arsenic	6.34		0.500	1	mg/Kg		SW6020 B
Barium	292		5.00	1	mg/Kg		SW6020 B
Beryllium	0.729		0.500	1	mg/Kg		SW6020 B
Chromium	63.9		0.500	1	mg/Kg		SW6020 B
Cobalt	12.0		0.500	1	mg/Kg		SW6020 B
Copper	27.5		0.500	1	mg/Kg		SW6020 B
Lead	14.1		0.500	1	mg/Kg		SW6020 B
Molybdenum	1.34		0.500	1	mg/Kg		SW6020 B
Nickel	74.6		0.500	1	mg/Kg		SW6020 B
Vanadium	61.3		0.500	1	mg/Kg		SW6020 B
Zinc	65.2		5.00	1	mg/Kg		SW6020 B

Client ID: Lower Berry-1B-18 **Lab ID: 2601J28-010A**

Date Collected: 01/26/2026 13:15 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Arsenic	1.19		0.500	1	mg/Kg		SW6020 B
Barium	88.0		5.00	1	mg/Kg		SW6020 B
Chromium	161		0.500	1	mg/Kg		SW6020 B
Cobalt	30.1		0.500	1	mg/Kg		SW6020 B
Copper	89.4		0.500	1	mg/Kg		SW6020 B
Lead	1.99		0.500	1	mg/Kg		SW6020 B
Mercury	0.0510		0.0500	1	mg/Kg		SW6020 B
Nickel	100		0.500	1	mg/Kg		SW6020 B
Vanadium	158		0.500	1	mg/Kg		SW6020 B
Zinc	89.3		5.00	1	mg/Kg		SW6020 B

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Calera-3-18 **Lab ID: 2601J28-011A**

Date Collected: 01/26/2026 13:40 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Arsenic	3.14		0.500	1	mg/Kg		SW6020 B
Barium	273		5.00	1	mg/Kg		SW6020 B
Beryllium	0.789		0.500	1	mg/Kg		SW6020 B
Chromium	64.6		0.500	1	mg/Kg		SW6020 B
Cobalt	12.0		0.500	1	mg/Kg		SW6020 B
Copper	19.8		0.500	1	mg/Kg		SW6020 B
Lead	8.25		0.500	1	mg/Kg		SW6020 B
Nickel	78.0		0.500	1	mg/Kg		SW6020 B
Vanadium	43.6		0.500	1	mg/Kg		SW6020 B
Zinc	51.9		5.00	1	mg/Kg		SW6020 B

Client ID: Calera-2-18 **Lab ID: 2601J28-012A**

Date Collected: 01/26/2026 14:05 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Arsenic	6.19		0.500	1	mg/Kg		SW6020 B
Barium	158		5.00	1	mg/Kg		SW6020 B
Beryllium	0.505		0.500	1	mg/Kg		SW6020 B
Chromium	46.0		0.500	1	mg/Kg		SW6020 B
Cobalt	9.24		0.500	1	mg/Kg		SW6020 B
Copper	24.1		0.500	1	mg/Kg		SW6020 B
Lead	17.4		0.500	1	mg/Kg		SW6020 B
Mercury	0.0880		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.915		0.500	1	mg/Kg		SW6020 B
Nickel	53.7		0.500	1	mg/Kg		SW6020 B
Vanadium	43.7		0.500	1	mg/Kg		SW6020 B
Zinc	55.3		5.00	1	mg/Kg		SW6020 B
p,p-DDD	0.014		0.0020	2	mg/kg		SW8081B/8082A
p,p-DDE	2.1		0.020	20	mg/kg		SW8081B/8082A
p,p-DDT	0.19		0.0020	2	mg/kg		SW8081B/8082A

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Thompson-4-18 **Lab ID: 2601J28-013A**

Date Collected: 01/27/2026 09:30 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Asbestos	< 0.25		0.25	1	%		CARB 435
Antimony	1.25		0.500	1	mg/Kg		SW6020 B
Arsenic	12.9		0.500	1	mg/Kg		SW6020 B
Barium	172		5.00	1	mg/Kg		SW6020 B
Beryllium	0.603		0.500	1	mg/Kg		SW6020 B
Chromium	52.5		0.500	1	mg/Kg		SW6020 B
Cobalt	13.4		0.500	1	mg/Kg		SW6020 B
Copper	39.2		0.500	1	mg/Kg		SW6020 B
Lead	9.06		0.500	1	mg/Kg		SW6020 B
Mercury	0.101		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.516		0.500	1	mg/Kg		SW6020 B
Nickel	70.9		0.500	1	mg/Kg		SW6020 B
Vanadium	55.2		0.500	1	mg/Kg		SW6020 B
Zinc	79.7		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.0097		0.0010	1	mg/kg		SW8081B/8082A

Client ID: Thompson-3-18 **Lab ID: 2601J28-014A**

Date Collected: 01/27/2026 09:55 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Antimony	1.28		0.500	1	mg/Kg		SW6020 B
Arsenic	17.1		0.500	1	mg/Kg		SW6020 B
Barium	186		5.00	1	mg/Kg		SW6020 B
Beryllium	0.616		0.500	1	mg/Kg		SW6020 B
Chromium	70.6		0.500	1	mg/Kg		SW6020 B
Cobalt	15.6		0.500	1	mg/Kg		SW6020 B
Copper	53.5		0.500	1	mg/Kg		SW6020 B
Lead	20.7		0.500	1	mg/Kg		SW6020 B
Mercury	0.166		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.634		0.500	1	mg/Kg		SW6020 B
Nickel	100		0.500	1	mg/Kg		SW6020 B
Vanadium	61.1		0.500	1	mg/Kg		SW6020 B
Zinc	96.7		5.00	1	mg/Kg		SW6020 B
p,p-DDD	0.0072		0.0050	5	mg/kg		SW8081B/8082A
p,p-DDE	0.19		0.0050	5	mg/kg		SW8081B/8082A
p,p-DDT	0.027		0.0050	5	mg/kg		SW8081B/8082A

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Client ID: Thompson-2-18 **Lab ID: 2601J28-015A**

Date Collected: 01/27/2026 10:10 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Antimony	0.895		0.500	1	mg/Kg		SW6020 B
Arsenic	9.57		0.500	1	mg/Kg		SW6020 B
Barium	178		5.00	1	mg/Kg		SW6020 B
Beryllium	0.528		0.500	1	mg/Kg		SW6020 B
Chromium	58.1		0.500	1	mg/Kg		SW6020 B
Cobalt	12.6		0.500	1	mg/Kg		SW6020 B
Copper	33.6		0.500	1	mg/Kg		SW6020 B
Lead	12.8		0.500	1	mg/Kg		SW6020 B
Mercury	0.0770		0.0500	1	mg/Kg		SW6020 B
Nickel	82.2		0.500	1	mg/Kg		SW6020 B
Vanadium	47.1		0.500	1	mg/Kg		SW6020 B
Zinc	69.9		5.00	1	mg/Kg		SW6020 B
p,p-DDD	0.0040		0.0010	1	mg/kg		SW8081B/8082A
p,p-DDE	0.56		0.0050	5	mg/kg		SW8081B/8082A
p,p-DDT	0.054		0.0010	1	mg/kg		SW8081B/8082A

Client ID: Thompson-1-18 **Lab ID: 2601J28-016A**

Date Collected: 01/27/2026 10:30 **Matrix:** Soil

Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Antimony	1.54		0.500	1	mg/Kg		SW6020 B
Arsenic	16.3		0.500	1	mg/Kg		SW6020 B
Barium	199		5.00	1	mg/Kg		SW6020 B
Beryllium	0.755		0.500	1	mg/Kg		SW6020 B
Chromium	107		0.500	1	mg/Kg		SW6020 B
Cobalt	18.6		0.500	1	mg/Kg		SW6020 B
Copper	52.7		0.500	1	mg/Kg		SW6020 B
Lead	24.6		0.500	1	mg/Kg		SW6020 B
Mercury	0.166		0.0500	1	mg/Kg		SW6020 B
Molybdenum	0.725		0.500	1	mg/Kg		SW6020 B
Nickel	129		0.500	1	mg/Kg		SW6020 B
Vanadium	75.9		0.500	1	mg/Kg		SW6020 B
Zinc	125		5.00	1	mg/Kg		SW6020 B
p,p-DDE	0.0049		0.0010	1	mg/kg		SW8081B/8082A
p,p-DDT	0.0022		0.0010	1	mg/kg		SW8081B/8082A

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-2-18	2601J28-001A	Soil	01/26/2026 09:40	GC20 01302657.d	334639

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aldrin	ND		0.0010	1	01/31/2026 02:51
a-BHC	ND		0.0010	1	01/31/2026 02:51
b-BHC	ND		0.0010	1	01/31/2026 02:51
d-BHC	ND		0.0010	1	01/31/2026 02:51
g-BHC	ND		0.0010	1	01/31/2026 02:51
Chlordane (Technical)	ND		0.025	1	01/31/2026 02:51
a-Chlordane	ND		0.0010	1	01/31/2026 02:51
g-Chlordane	ND		0.0010	1	01/31/2026 02:51
p,p-DDD	ND		0.0010	1	01/31/2026 02:51
p,p-DDE	**0.075**		0.0010	1	01/31/2026 02:51
p,p-DDT	**0.0019**	P	0.0010	1	01/31/2026 02:51
Dieldrin	ND		0.0010	1	01/31/2026 02:51
Endosulfan I	ND		0.0010	1	01/31/2026 02:51
Endosulfan II	ND		0.0010	1	01/31/2026 02:51
Endosulfan sulfate	ND		0.0010	1	01/31/2026 02:51
Endrin	ND		0.0010	1	01/31/2026 02:51
Endrin aldehyde	ND		0.0010	1	01/31/2026 02:51
Endrin ketone	ND		0.0010	1	01/31/2026 02:51
Heptachlor	ND		0.0010	1	01/31/2026 02:51
Heptachlor epoxide	ND		0.0010	1	01/31/2026 02:51
Hexachlorobenzene	ND		0.010	1	01/31/2026 02:51
Hexachlorocyclopentadiene	ND		0.020	1	01/31/2026 02:51
Methoxychlor	ND		0.0010	1	01/31/2026 02:51
Toxaphene	ND		0.20	1	01/31/2026 02:51
Aroclor1016	ND		0.050	1	01/31/2026 02:51
Aroclor1221	ND		0.050	1	01/31/2026 02:51
Aroclor1232	ND		0.050	1	01/31/2026 02:51
Aroclor1242	ND		0.050	1	01/31/2026 02:51
Aroclor1248	ND		0.050	1	01/31/2026 02:51
Aroclor1254	ND		0.050	1	01/31/2026 02:51
Aroclor1260	ND		0.050	1	01/31/2026 02:51
PCBs, total	ND		0.050	1	01/31/2026 02:51

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-2-18	2601J28-001A	Soil	01/26/2026 09:40	GC20 01302657.d	334639

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Surrogates	**REC (%)**		**Limits**	**DF**	
Decachlorobiphenyl	97		60-130	1	01/31/2026 02:51

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-1-18	2601J28-002A	Soil	01/26/2026 09:50	GC20 01302658.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 03:06
a-BHC	ND	0.0010	1	01/31/2026 03:06
b-BHC	ND	0.0010	1	01/31/2026 03:06
d-BHC	ND	0.0010	1	01/31/2026 03:06
g-BHC	ND	0.0010	1	01/31/2026 03:06
Chlordane (Technical)	ND	0.025	1	01/31/2026 03:06
a-Chlordane	ND	0.0010	1	01/31/2026 03:06
g-Chlordane	ND	0.0010	1	01/31/2026 03:06
p,p-DDD	ND	0.0010	1	01/31/2026 03:06
p,p-DDE	**0.0032**	0.0010	1	01/31/2026 03:06
p,p-DDT	ND	0.0010	1	01/31/2026 03:06
Dieldrin	ND	0.0010	1	01/31/2026 03:06
Endosulfan I	ND	0.0010	1	01/31/2026 03:06
Endosulfan II	ND	0.0010	1	01/31/2026 03:06
Endosulfan sulfate	ND	0.0010	1	01/31/2026 03:06
Endrin	ND	0.0010	1	01/31/2026 03:06
Endrin aldehyde	ND	0.0010	1	01/31/2026 03:06
Endrin ketone	ND	0.0010	1	01/31/2026 03:06
Heptachlor	ND	0.0010	1	01/31/2026 03:06
Heptachlor epoxide	ND	0.0010	1	01/31/2026 03:06
Hexachlorobenzene	ND	0.010	1	01/31/2026 03:06
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 03:06
Methoxychlor	ND	0.0010	1	01/31/2026 03:06
Toxaphene	ND	0.20	1	01/31/2026 03:06
Aroclor1016	ND	0.050	1	01/31/2026 03:06
Aroclor1221	ND	0.050	1	01/31/2026 03:06
Aroclor1232	ND	0.050	1	01/31/2026 03:06
Aroclor1242	ND	0.050	1	01/31/2026 03:06
Aroclor1248	ND	0.050	1	01/31/2026 03:06
Aroclor1254	ND	0.050	1	01/31/2026 03:06
Aroclor1260	ND	0.050	1	01/31/2026 03:06
PCBs, total	ND	0.050	1	01/31/2026 03:06

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-1-18	2601J28-002A	Soil	01/26/2026 09:50	GC20 01302658.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	95	60-130	1	01/31/2026 03:06

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-1-18	2601J28-003A	Soil	01/26/2026 10:20	GC20 01302659.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 03:21
a-BHC	ND	0.0010	1	01/31/2026 03:21
b-BHC	ND	0.0010	1	01/31/2026 03:21
d-BHC	ND	0.0010	1	01/31/2026 03:21
g-BHC	ND	0.0010	1	01/31/2026 03:21
Chlordane (Technical)	ND	0.025	1	01/31/2026 03:21
a-Chlordane	ND	0.0010	1	01/31/2026 03:21
g-Chlordane	ND	0.0010	1	01/31/2026 03:21
p,p-DDD	ND	0.0010	1	01/31/2026 03:21
p,p-DDE	**0.35**	0.0050	5	02/03/2026 23:50
p,p-DDT	**0.014**	0.0010	1	01/31/2026 03:21
Dieldrin	ND	0.0010	1	01/31/2026 03:21
Endosulfan I	ND	0.0010	1	01/31/2026 03:21
Endosulfan II	ND	0.0010	1	01/31/2026 03:21
Endosulfan sulfate	ND	0.0010	1	01/31/2026 03:21
Endrin	ND	0.0010	1	01/31/2026 03:21
Endrin aldehyde	ND	0.0010	1	01/31/2026 03:21
Endrin ketone	ND	0.0010	1	01/31/2026 03:21
Heptachlor	ND	0.0010	1	01/31/2026 03:21
Heptachlor epoxide	ND	0.0010	1	01/31/2026 03:21
Hexachlorobenzene	ND	0.010	1	01/31/2026 03:21
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 03:21
Methoxychlor	ND	0.0010	1	01/31/2026 03:21
Toxaphene	ND	0.20	1	01/31/2026 03:21
Aroclor1016	ND	0.050	1	01/31/2026 03:21
Aroclor1221	ND	0.050	1	01/31/2026 03:21
Aroclor1232	ND	0.050	1	01/31/2026 03:21
Aroclor1242	ND	0.050	1	01/31/2026 03:21
Aroclor1248	ND	0.050	1	01/31/2026 03:21
Aroclor1254	ND	0.050	1	01/31/2026 03:21
Aroclor1260	ND	0.050	1	01/31/2026 03:21
PCBs, total	ND	0.050	1	01/31/2026 03:21

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-1-18	2601J28-003A	Soil	01/26/2026 10:20	GC20 01302659.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	98	60-130	1	01/31/2026 03:21
Decachlorobiphenyl	108	60-130	5	02/03/2026 23:50

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-2-18	2601J28-004A	Soil	01/26/2026 10:40	GC20 01302660.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.020	20	01/31/2026 03:36
a-BHC	ND	0.020	20	01/31/2026 03:36
b-BHC	ND	0.020	20	01/31/2026 03:36
d-BHC	ND	0.020	20	01/31/2026 03:36
g-BHC	ND	0.020	20	01/31/2026 03:36
Chlordane (Technical)	ND	0.50	20	01/31/2026 03:36
a-Chlordane	ND	0.020	20	01/31/2026 03:36
g-Chlordane	ND	0.020	20	01/31/2026 03:36
p,p-DDD	ND	0.020	20	01/31/2026 03:36
p,p-DDE	ND	0.020	20	01/31/2026 03:36
p,p-DDT	ND	0.020	20	01/31/2026 03:36
Dieldrin	ND	0.020	20	01/31/2026 03:36
Endosulfan I	ND	0.020	20	01/31/2026 03:36
Endosulfan II	ND	0.020	20	01/31/2026 03:36
Endosulfan sulfate	ND	0.020	20	01/31/2026 03:36
Endrin	ND	0.020	20	01/31/2026 03:36
Endrin aldehyde	ND	0.020	20	01/31/2026 03:36
Endrin ketone	ND	0.020	20	01/31/2026 03:36
Heptachlor	ND	0.020	20	01/31/2026 03:36
Heptachlor epoxide	ND	0.020	20	01/31/2026 03:36
Hexachlorobenzene	ND	0.20	20	01/31/2026 03:36
Hexachlorocyclopentadiene	ND	0.40	20	01/31/2026 03:36
Methoxychlor	ND	0.020	20	01/31/2026 03:36
Toxaphene	ND	4.0	20	01/31/2026 03:36
Aroclor1016	ND	1.0	20	01/31/2026 03:36
Aroclor1221	ND	1.0	20	01/31/2026 03:36
Aroclor1232	ND	1.0	20	01/31/2026 03:36
Aroclor1242	ND	1.0	20	01/31/2026 03:36
Aroclor1248	ND	1.0	20	01/31/2026 03:36
Aroclor1254	ND	1.0	20	01/31/2026 03:36
Aroclor1260	ND	1.0	20	01/31/2026 03:36
PCBs, total	ND	1.0	20	01/31/2026 03:36

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-2-18	2601J28-004A	Soil	01/26/2026 10:40	GC20 01302660.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	116	60-130	20	01/31/2026 03:36

Analyst(s): CK Analytical Comments: a3

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Upper Berry-1-18	2601J28-005A	Soil	01/26/2026 11:10	GC20 01302661.d	334639

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aldrin	ND		0.0010	1	01/31/2026 03:51
a-BHC	ND		0.0010	1	01/31/2026 03:51
b-BHC	ND		0.0010	1	01/31/2026 03:51
d-BHC	ND		0.0010	1	01/31/2026 03:51
g-BHC	ND		0.0010	1	01/31/2026 03:51
Chlordane (Technical)	ND		0.025	1	01/31/2026 03:51
a-Chlordane	**0.0011**		0.0010	1	01/31/2026 03:51
g-Chlordane	**0.0015**	P	0.0010	1	01/31/2026 03:51
p,p-DDD	**0.0031**		0.0010	1	01/31/2026 03:51
p,p-DDE	**0.16**		0.0010	1	01/31/2026 03:51
p,p-DDT	**0.032**		0.0010	1	01/31/2026 03:51
Dieldrin	ND		0.0010	1	01/31/2026 03:51
Endosulfan I	ND		0.0010	1	01/31/2026 03:51
Endosulfan II	ND		0.0010	1	01/31/2026 03:51
Endosulfan sulfate	ND		0.0010	1	01/31/2026 03:51
Endrin	ND		0.0010	1	01/31/2026 03:51
Endrin aldehyde	ND		0.0010	1	01/31/2026 03:51
Endrin ketone	ND		0.0010	1	01/31/2026 03:51
Heptachlor	ND		0.0010	1	01/31/2026 03:51
Heptachlor epoxide	ND		0.0010	1	01/31/2026 03:51
Hexachlorobenzene	ND		0.010	1	01/31/2026 03:51
Hexachlorocyclopentadiene	ND		0.020	1	01/31/2026 03:51
Methoxychlor	ND		0.0010	1	01/31/2026 03:51
Toxaphene	ND		0.20	1	01/31/2026 03:51
Aroclor1016	ND		0.050	1	01/31/2026 03:51
Aroclor1221	ND		0.050	1	01/31/2026 03:51
Aroclor1232	ND		0.050	1	01/31/2026 03:51
Aroclor1242	ND		0.050	1	01/31/2026 03:51
Aroclor1248	ND		0.050	1	01/31/2026 03:51
Aroclor1254	ND		0.050	1	01/31/2026 03:51
Aroclor1260	ND		0.050	1	01/31/2026 03:51
PCBs, total	ND		0.050	1	01/31/2026 03:51

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Upper Berry-1-18	2601J28-005A	Soil	01/26/2026 11:10	GC20 01302661.d	334639

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Surrogates	REC (%)		Limits	DF	
Decachlorobiphenyl	94		60-130	1	01/31/2026 03:51

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC40 01302666.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.020	20	01/31/2026 03:36
a-BHC	ND	0.020	20	01/31/2026 03:36
b-BHC	ND	0.020	20	01/31/2026 03:36
d-BHC	ND	0.020	20	01/31/2026 03:36
g-BHC	ND	0.020	20	01/31/2026 03:36
Chlordane (Technical)	ND	0.50	20	01/31/2026 03:36
a-Chlordane	ND	0.020	20	01/31/2026 03:36
g-Chlordane	ND	0.020	20	01/31/2026 03:36
p,p-DDD	ND	0.020	20	01/31/2026 03:36
p,p-DDE	ND	0.020	20	01/31/2026 03:36
p,p-DDT	ND	0.020	20	01/31/2026 03:36
Dieldrin	ND	0.020	20	01/31/2026 03:36
Endosulfan I	ND	0.020	20	01/31/2026 03:36
Endosulfan II	ND	0.020	20	01/31/2026 03:36
Endosulfan sulfate	ND	0.020	20	01/31/2026 03:36
Endrin	ND	0.020	20	01/31/2026 03:36
Endrin aldehyde	ND	0.020	20	01/31/2026 03:36
Endrin ketone	ND	0.020	20	01/31/2026 03:36
Heptachlor	ND	0.020	20	01/31/2026 03:36
Heptachlor epoxide	ND	0.020	20	01/31/2026 03:36
Hexachlorobenzene	ND	0.20	20	01/31/2026 03:36
Hexachlorocyclopentadiene	ND	0.40	20	01/31/2026 03:36
Methoxychlor	ND	0.020	20	01/31/2026 03:36
Toxaphene	ND	4.0	20	01/31/2026 03:36
Aroclor1016	ND	1.0	20	01/31/2026 03:36
Aroclor1221	ND	1.0	20	01/31/2026 03:36
Aroclor1232	ND	1.0	20	01/31/2026 03:36
Aroclor1242	ND	1.0	20	01/31/2026 03:36
Aroclor1248	ND	1.0	20	01/31/2026 03:36
Aroclor1254	ND	1.0	20	01/31/2026 03:36
Aroclor1260	ND	1.0	20	01/31/2026 03:36
PCBs, total	ND	1.0	20	01/31/2026 03:36

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC40 01302666.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	110	60-130	20	01/31/2026 03:36

Analyst(s): TAZ Analytical Comments: a3

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-1-18	2601J28-007A	Soil	01/26/2026 11:50	GC20 01302677.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 07:52
a-BHC	ND	0.0010	1	01/31/2026 07:52
b-BHC	ND	0.0010	1	01/31/2026 07:52
d-BHC	ND	0.0010	1	01/31/2026 07:52
g-BHC	ND	0.0010	1	01/31/2026 07:52
Chlordane (Technical)	ND	0.025	1	01/31/2026 07:52
a-Chlordane	ND	0.0010	1	01/31/2026 07:52
g-Chlordane	ND	0.0010	1	01/31/2026 07:52
p,p-DDD	ND	0.0010	1	01/31/2026 07:52
p,p-DDE	**0.0028**	0.0010	1	01/31/2026 07:52
p,p-DDT	ND	0.0010	1	01/31/2026 07:52
Dieldrin	ND	0.0010	1	01/31/2026 07:52
Endosulfan I	ND	0.0010	1	01/31/2026 07:52
Endosulfan II	ND	0.0010	1	01/31/2026 07:52
Endosulfan sulfate	ND	0.0010	1	01/31/2026 07:52
Endrin	ND	0.0010	1	01/31/2026 07:52
Endrin aldehyde	ND	0.0010	1	01/31/2026 07:52
Endrin ketone	ND	0.0010	1	01/31/2026 07:52
Heptachlor	ND	0.0010	1	01/31/2026 07:52
Heptachlor epoxide	ND	0.0010	1	01/31/2026 07:52
Hexachlorobenzene	ND	0.010	1	01/31/2026 07:52
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 07:52
Methoxychlor	ND	0.0010	1	01/31/2026 07:52
Toxaphene	ND	0.20	1	01/31/2026 07:52
Aroclor1016	ND	0.050	1	01/31/2026 07:52
Aroclor1221	ND	0.050	1	01/31/2026 07:52
Aroclor1232	ND	0.050	1	01/31/2026 07:52
Aroclor1242	ND	0.050	1	01/31/2026 07:52
Aroclor1248	ND	0.050	1	01/31/2026 07:52
Aroclor1254	ND	0.050	1	01/31/2026 07:52
Aroclor1260	ND	0.050	1	01/31/2026 07:52
PCBs, total	ND	0.050	1	01/31/2026 07:52

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-1-18	2601J28-007A	Soil	01/26/2026 11:50	GC20 01302677.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	99	60-130	1	01/31/2026 07:52

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-2-18	2601J28-008A	Soil	01/26/2026 12:10	GC20 01302667.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0020	2	01/31/2026 05:21
a-BHC	ND	0.0020	2	01/31/2026 05:21
b-BHC	ND	0.0020	2	01/31/2026 05:21
d-BHC	ND	0.0020	2	01/31/2026 05:21
g-BHC	ND	0.0020	2	01/31/2026 05:21
Chlordane (Technical)	ND	0.050	2	01/31/2026 05:21
a-Chlordane	ND	0.0020	2	01/31/2026 05:21
g-Chlordane	ND	0.0020	2	01/31/2026 05:21
p,p-DDD	ND	0.0020	2	01/31/2026 05:21
p,p-DDE	**0.0051**	0.0020	2	01/31/2026 05:21
p,p-DDT	ND	0.0020	2	01/31/2026 05:21
Dieldrin	ND	0.0020	2	01/31/2026 05:21
Endosulfan I	ND	0.0020	2	01/31/2026 05:21
Endosulfan II	ND	0.0020	2	01/31/2026 05:21
Endosulfan sulfate	ND	0.0020	2	01/31/2026 05:21
Endrin	ND	0.0020	2	01/31/2026 05:21
Endrin aldehyde	ND	0.0020	2	01/31/2026 05:21
Endrin ketone	ND	0.0020	2	01/31/2026 05:21
Heptachlor	ND	0.0020	2	01/31/2026 05:21
Heptachlor epoxide	ND	0.0020	2	01/31/2026 05:21
Hexachlorobenzene	ND	0.020	2	01/31/2026 05:21
Hexachlorocyclopentadiene	ND	0.040	2	01/31/2026 05:21
Methoxychlor	ND	0.0020	2	01/31/2026 05:21
Toxaphene	ND	0.40	2	01/31/2026 05:21
Aroclor1016	ND	0.10	2	01/31/2026 05:21
Aroclor1221	ND	0.10	2	01/31/2026 05:21
Aroclor1232	ND	0.10	2	01/31/2026 05:21
Aroclor1242	ND	0.10	2	01/31/2026 05:21
Aroclor1248	ND	0.10	2	01/31/2026 05:21
Aroclor1254	ND	0.10	2	01/31/2026 05:21
Aroclor1260	ND	0.10	2	01/31/2026 05:21
PCBs, total	ND	0.10	2	01/31/2026 05:21

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-2-18	2601J28-008A	Soil	01/26/2026 12:10	GC20 01302667.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	101	60-130	2	01/31/2026 05:21

Analyst(s): CK Analytical Comments: a3

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1A-18	2601J28-009A	Soil	01/26/2026 13:00	GC20 01302668.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 05:36
a-BHC	ND	0.0010	1	01/31/2026 05:36
b-BHC	ND	0.0010	1	01/31/2026 05:36
d-BHC	ND	0.0010	1	01/31/2026 05:36
g-BHC	ND	0.0010	1	01/31/2026 05:36
Chlordane (Technical)	ND	0.025	1	01/31/2026 05:36
a-Chlordane	ND	0.0010	1	01/31/2026 05:36
g-Chlordane	ND	0.0010	1	01/31/2026 05:36
p,p-DDD	ND	0.0010	1	01/31/2026 05:36
p,p-DDE	ND	0.0010	1	01/31/2026 05:36
p,p-DDT	ND	0.0010	1	01/31/2026 05:36
Dieldrin	ND	0.0010	1	01/31/2026 05:36
Endosulfan I	ND	0.0010	1	01/31/2026 05:36
Endosulfan II	ND	0.0010	1	01/31/2026 05:36
Endosulfan sulfate	ND	0.0010	1	01/31/2026 05:36
Endrin	ND	0.0010	1	01/31/2026 05:36
Endrin aldehyde	ND	0.0010	1	01/31/2026 05:36
Endrin ketone	ND	0.0010	1	01/31/2026 05:36
Heptachlor	ND	0.0010	1	01/31/2026 05:36
Heptachlor epoxide	ND	0.0010	1	01/31/2026 05:36
Hexachlorobenzene	ND	0.010	1	01/31/2026 05:36
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 05:36
Methoxychlor	ND	0.0010	1	01/31/2026 05:36
Toxaphene	ND	0.20	1	01/31/2026 05:36
Aroclor1016	ND	0.050	1	01/31/2026 05:36
Aroclor1221	ND	0.050	1	01/31/2026 05:36
Aroclor1232	ND	0.050	1	01/31/2026 05:36
Aroclor1242	ND	0.050	1	01/31/2026 05:36
Aroclor1248	ND	0.050	1	01/31/2026 05:36
Aroclor1254	ND	0.050	1	01/31/2026 05:36
Aroclor1260	ND	0.050	1	01/31/2026 05:36
PCBs, total	ND	0.050	1	01/31/2026 05:36

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1A-18	2601J28-009A	Soil	01/26/2026 13:00	GC20 01302668.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	95	60-130	1	01/31/2026 05:36

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	GC20 01302669.d	334639

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0020	2	01/31/2026 05:51
a-BHC	ND	0.0020	2	01/31/2026 05:51
b-BHC	ND	0.0020	2	01/31/2026 05:51
d-BHC	ND	0.0020	2	01/31/2026 05:51
g-BHC	ND	0.0020	2	01/31/2026 05:51
Chlordane (Technical)	ND	0.050	2	01/31/2026 05:51
a-Chlordane	ND	0.0020	2	01/31/2026 05:51
g-Chlordane	ND	0.0020	2	01/31/2026 05:51
p,p-DDD	ND	0.0020	2	01/31/2026 05:51
p,p-DDE	ND	0.0020	2	01/31/2026 05:51
p,p-DDT	ND	0.0020	2	01/31/2026 05:51
Dieldrin	ND	0.0020	2	01/31/2026 05:51
Endosulfan I	ND	0.0020	2	01/31/2026 05:51
Endosulfan II	ND	0.0020	2	01/31/2026 05:51
Endosulfan sulfate	ND	0.0020	2	01/31/2026 05:51
Endrin	ND	0.0020	2	01/31/2026 05:51
Endrin aldehyde	ND	0.0020	2	01/31/2026 05:51
Endrin ketone	ND	0.0020	2	01/31/2026 05:51
Heptachlor	ND	0.0020	2	01/31/2026 05:51
Heptachlor epoxide	ND	0.0020	2	01/31/2026 05:51
Hexachlorobenzene	ND	0.020	2	01/31/2026 05:51
Hexachlorocyclopentadiene	ND	0.040	2	01/31/2026 05:51
Methoxychlor	ND	0.0020	2	01/31/2026 05:51
Toxaphene	ND	0.40	2	01/31/2026 05:51
Aroclor1016	ND	0.10	2	01/31/2026 05:51
Aroclor1221	ND	0.10	2	01/31/2026 05:51
Aroclor1232	ND	0.10	2	01/31/2026 05:51
Aroclor1242	ND	0.10	2	01/31/2026 05:51
Aroclor1248	ND	0.10	2	01/31/2026 05:51
Aroclor1254	ND	0.10	2	01/31/2026 05:51
Aroclor1260	ND	0.10	2	01/31/2026 05:51
PCBs, total	ND	0.10	2	01/31/2026 05:51

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	GC20 01302669.d	334639

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	98	60-130	2	01/31/2026 05:51

Analyst(s): CK Analytical Comments: a3

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-3-18	2601J28-011A	Soil	01/26/2026 13:40	GC20 01302670.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 06:07
a-BHC	ND	0.0010	1	01/31/2026 06:07
b-BHC	ND	0.0010	1	01/31/2026 06:07
d-BHC	ND	0.0010	1	01/31/2026 06:07
g-BHC	ND	0.0010	1	01/31/2026 06:07
Chlordane (Technical)	ND	0.025	1	01/31/2026 06:07
a-Chlordane	ND	0.0010	1	01/31/2026 06:07
g-Chlordane	ND	0.0010	1	01/31/2026 06:07
p,p-DDD	ND	0.0010	1	01/31/2026 06:07
p,p-DDE	ND	0.0010	1	01/31/2026 06:07
p,p-DDT	ND	0.0010	1	01/31/2026 06:07
Dieldrin	ND	0.0010	1	01/31/2026 06:07
Endosulfan I	ND	0.0010	1	01/31/2026 06:07
Endosulfan II	ND	0.0010	1	01/31/2026 06:07
Endosulfan sulfate	ND	0.0010	1	01/31/2026 06:07
Endrin	ND	0.0010	1	01/31/2026 06:07
Endrin aldehyde	ND	0.0010	1	01/31/2026 06:07
Endrin ketone	ND	0.0010	1	01/31/2026 06:07
Heptachlor	ND	0.0010	1	01/31/2026 06:07
Heptachlor epoxide	ND	0.0010	1	01/31/2026 06:07
Hexachlorobenzene	ND	0.010	1	01/31/2026 06:07
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 06:07
Methoxychlor	ND	0.0010	1	01/31/2026 06:07
Toxaphene	ND	0.20	1	01/31/2026 06:07
Aroclor1016	ND	0.050	1	01/31/2026 06:07
Aroclor1221	ND	0.050	1	01/31/2026 06:07
Aroclor1232	ND	0.050	1	01/31/2026 06:07
Aroclor1242	ND	0.050	1	01/31/2026 06:07
Aroclor1248	ND	0.050	1	01/31/2026 06:07
Aroclor1254	ND	0.050	1	01/31/2026 06:07
Aroclor1260	ND	0.050	1	01/31/2026 06:07
PCBs, total	ND	0.050	1	01/31/2026 06:07

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-3-18	2601J28-011A	Soil	01/26/2026 13:40	GC20 01302670.d	334702

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	96	60-130	1	01/31/2026 06:07

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-2-18	2601J28-012A	Soil	01/26/2026 14:05	GC20 01302673.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0020	2	01/31/2026 06:51
a-BHC	ND	0.0020	2	01/31/2026 06:51
b-BHC	ND	0.0020	2	01/31/2026 06:51
d-BHC	ND	0.0020	2	01/31/2026 06:51
g-BHC	ND	0.0020	2	01/31/2026 06:51
Chlordane (Technical)	ND	0.050	2	01/31/2026 06:51
a-Chlordane	ND	0.0020	2	01/31/2026 06:51
g-Chlordane	ND	0.0020	2	01/31/2026 06:51
p,p-DDD	**0.014**	0.0020	2	01/31/2026 06:51
p,p-DDE	**2.1**	0.020	20	02/04/2026 00:04
p,p-DDT	**0.19**	0.0020	2	01/31/2026 06:51
Dieldrin	ND	0.0020	2	01/31/2026 06:51
Endosulfan I	ND	0.0020	2	01/31/2026 06:51
Endosulfan II	ND	0.0020	2	01/31/2026 06:51
Endosulfan sulfate	ND	0.0020	2	01/31/2026 06:51
Endrin	ND	0.0020	2	01/31/2026 06:51
Endrin aldehyde	ND	0.0020	2	01/31/2026 06:51
Endrin ketone	ND	0.0020	2	01/31/2026 06:51
Heptachlor	ND	0.0020	2	01/31/2026 06:51
Heptachlor epoxide	ND	0.0020	2	01/31/2026 06:51
Hexachlorobenzene	ND	0.020	2	01/31/2026 06:51
Hexachlorocyclopentadiene	ND	0.040	2	01/31/2026 06:51
Methoxychlor	ND	0.0020	2	01/31/2026 06:51
Toxaphene	ND	0.40	2	01/31/2026 06:51
Aroclor1016	ND	0.10	2	01/31/2026 06:51
Aroclor1221	ND	0.10	2	01/31/2026 06:51
Aroclor1232	ND	0.10	2	01/31/2026 06:51
Aroclor1242	ND	0.10	2	01/31/2026 06:51
Aroclor1248	ND	0.10	2	01/31/2026 06:51
Aroclor1254	ND	0.10	2	01/31/2026 06:51
Aroclor1260	ND	0.10	2	01/31/2026 06:51
PCBs, total	ND	0.10	2	01/31/2026 06:51

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-2-18	2601J28-012A	Soil	01/26/2026 14:05	GC20 01302673.d	334702

Analytes	Result		RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Qualifiers**	**Limits**	**DF**	
Decachlorobiphenyl	113		60-130	2	01/31/2026 06:51
Decachlorobiphenyl	132	S	60-130	20	02/04/2026 00:04

Analyst(s): CK Analytical Comments: a3

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-4-18	2601J28-013A	Soil	01/27/2026 09:30	GC20 01302674.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 07:06
a-BHC	ND	0.0010	1	01/31/2026 07:06
b-BHC	ND	0.0010	1	01/31/2026 07:06
d-BHC	ND	0.0010	1	01/31/2026 07:06
g-BHC	ND	0.0010	1	01/31/2026 07:06
Chlordane (Technical)	ND	0.025	1	01/31/2026 07:06
a-Chlordane	ND	0.0010	1	01/31/2026 07:06
g-Chlordane	ND	0.0010	1	01/31/2026 07:06
p,p-DDD	ND	0.0010	1	01/31/2026 07:06
p,p-DDE	**0.0097**	0.0010	1	01/31/2026 07:06
p,p-DDT	ND	0.0010	1	01/31/2026 07:06
Dieldrin	ND	0.0010	1	01/31/2026 07:06
Endosulfan I	ND	0.0010	1	01/31/2026 07:06
Endosulfan II	ND	0.0010	1	01/31/2026 07:06
Endosulfan sulfate	ND	0.0010	1	01/31/2026 07:06
Endrin	ND	0.0010	1	01/31/2026 07:06
Endrin aldehyde	ND	0.0010	1	01/31/2026 07:06
Endrin ketone	ND	0.0010	1	01/31/2026 07:06
Heptachlor	ND	0.0010	1	01/31/2026 07:06
Heptachlor epoxide	ND	0.0010	1	01/31/2026 07:06
Hexachlorobenzene	ND	0.010	1	01/31/2026 07:06
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 07:06
Methoxychlor	ND	0.0010	1	01/31/2026 07:06
Toxaphene	ND	0.20	1	01/31/2026 07:06
Aroclor1016	ND	0.050	1	01/31/2026 07:06
Aroclor1221	ND	0.050	1	01/31/2026 07:06
Aroclor1232	ND	0.050	1	01/31/2026 07:06
Aroclor1242	ND	0.050	1	01/31/2026 07:06
Aroclor1248	ND	0.050	1	01/31/2026 07:06
Aroclor1254	ND	0.050	1	01/31/2026 07:06
Aroclor1260	ND	0.050	1	01/31/2026 07:06
PCBs, total	ND	0.050	1	01/31/2026 07:06

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-4-18	2601J28-013A	Soil	01/27/2026 09:30	GC20 01302674.d	334702

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	95	60-130	1	01/31/2026 07:06

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-3-18	2601J28-014A	Soil	01/27/2026 09:55	GC20 01302675.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0050	5	01/31/2026 07:22
a-BHC	ND	0.0050	5	01/31/2026 07:22
b-BHC	ND	0.0050	5	01/31/2026 07:22
d-BHC	ND	0.0050	5	01/31/2026 07:22
g-BHC	ND	0.0050	5	01/31/2026 07:22
Chlordane (Technical)	ND	0.12	5	01/31/2026 07:22
a-Chlordane	ND	0.0050	5	01/31/2026 07:22
g-Chlordane	ND	0.0050	5	01/31/2026 07:22
p,p-DDD	**0.0072**	0.0050	5	01/31/2026 07:22
p,p-DDE	**0.19**	0.0050	5	01/31/2026 07:22
p,p-DDT	**0.027**	0.0050	5	01/31/2026 07:22
Dieldrin	ND	0.0050	5	01/31/2026 07:22
Endosulfan I	ND	0.0050	5	01/31/2026 07:22
Endosulfan II	ND	0.0050	5	01/31/2026 07:22
Endosulfan sulfate	ND	0.0050	5	01/31/2026 07:22
Endrin	ND	0.0050	5	01/31/2026 07:22
Endrin aldehyde	ND	0.0050	5	01/31/2026 07:22
Endrin ketone	ND	0.0050	5	01/31/2026 07:22
Heptachlor	ND	0.0050	5	01/31/2026 07:22
Heptachlor epoxide	ND	0.0050	5	01/31/2026 07:22
Hexachlorobenzene	ND	0.050	5	01/31/2026 07:22
Hexachlorocyclopentadiene	ND	0.10	5	01/31/2026 07:22
Methoxychlor	ND	0.0050	5	01/31/2026 07:22
Toxaphene	ND	1.0	5	01/31/2026 07:22
Aroclor1016	ND	0.25	5	01/31/2026 07:22
Aroclor1221	ND	0.25	5	01/31/2026 07:22
Aroclor1232	ND	0.25	5	01/31/2026 07:22
Aroclor1242	ND	0.25	5	01/31/2026 07:22
Aroclor1248	ND	0.25	5	01/31/2026 07:22
Aroclor1254	ND	0.25	5	01/31/2026 07:22
Aroclor1260	ND	0.25	5	01/31/2026 07:22
PCBs, total	ND	0.25	5	01/31/2026 07:22

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-3-18	2601J28-014A	Soil	01/27/2026 09:55	GC20 01302675.d	334702

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	114	60-130	5	01/31/2026 07:22

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-2-18	2601J28-015A	Soil	01/27/2026 10:10	GC20 01302676.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/31/2026 07:37
a-BHC	ND	0.0010	1	01/31/2026 07:37
b-BHC	ND	0.0010	1	01/31/2026 07:37
d-BHC	ND	0.0010	1	01/31/2026 07:37
g-BHC	ND	0.0010	1	01/31/2026 07:37
Chlordane (Technical)	ND	0.025	1	01/31/2026 07:37
a-Chlordane	ND	0.0010	1	01/31/2026 07:37
g-Chlordane	ND	0.0010	1	01/31/2026 07:37
p,p-DDD	**0.0040**	0.0010	1	01/31/2026 07:37
p,p-DDE	**0.56**	0.0050	5	02/04/2026 00:19
p,p-DDT	**0.054**	0.0010	1	01/31/2026 07:37
Dieldrin	ND	0.0010	1	01/31/2026 07:37
Endosulfan I	ND	0.0010	1	01/31/2026 07:37
Endosulfan II	ND	0.0010	1	01/31/2026 07:37
Endosulfan sulfate	ND	0.0010	1	01/31/2026 07:37
Endrin	ND	0.0010	1	01/31/2026 07:37
Endrin aldehyde	ND	0.0010	1	01/31/2026 07:37
Endrin ketone	ND	0.0010	1	01/31/2026 07:37
Heptachlor	ND	0.0010	1	01/31/2026 07:37
Heptachlor epoxide	ND	0.0010	1	01/31/2026 07:37
Hexachlorobenzene	ND	0.010	1	01/31/2026 07:37
Hexachlorocyclopentadiene	ND	0.020	1	01/31/2026 07:37
Methoxychlor	ND	0.0010	1	01/31/2026 07:37
Toxaphene	ND	0.20	1	01/31/2026 07:37
Aroclor1016	ND	0.050	1	01/31/2026 07:37
Aroclor1221	ND	0.050	1	01/31/2026 07:37
Aroclor1232	ND	0.050	1	01/31/2026 07:37
Aroclor1242	ND	0.050	1	01/31/2026 07:37
Aroclor1248	ND	0.050	1	01/31/2026 07:37
Aroclor1254	ND	0.050	1	01/31/2026 07:37
Aroclor1260	ND	0.050	1	01/31/2026 07:37
PCBs, total	ND	0.050	1	01/31/2026 07:37

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-2-18	2601J28-015A	Soil	01/27/2026 10:10	GC20 01302676.d	334702

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	101	60-130	1	01/31/2026 07:37
Decachlorobiphenyl	114	60-130	5	02/04/2026 00:19

Analyst(s): CK

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	GC40 01302634.d	334702

Analytes	Result	RL	DF	Date Analyzed
Aldrin	ND	0.0010	1	01/30/2026 19:42
a-BHC	ND	0.0010	1	01/30/2026 19:42
b-BHC	ND	0.0010	1	01/30/2026 19:42
d-BHC	ND	0.0010	1	01/30/2026 19:42
g-BHC	ND	0.0010	1	01/30/2026 19:42
Chlordane (Technical)	ND	0.025	1	01/30/2026 19:42
a-Chlordane	ND	0.0010	1	01/30/2026 19:42
g-Chlordane	ND	0.0010	1	01/30/2026 19:42
p,p-DDD	ND	0.0010	1	01/30/2026 19:42
p,p-DDE	**0.0049**	0.0010	1	01/30/2026 19:42
p,p-DDT	**0.0022**	0.0010	1	01/30/2026 19:42
Dieldrin	ND	0.0010	1	01/30/2026 19:42
Endosulfan I	ND	0.0010	1	01/30/2026 19:42
Endosulfan II	ND	0.0010	1	01/30/2026 19:42
Endosulfan sulfate	ND	0.0010	1	01/30/2026 19:42
Endrin	ND	0.0010	1	01/30/2026 19:42
Endrin aldehyde	ND	0.0010	1	01/30/2026 19:42
Endrin ketone	ND	0.0010	1	01/30/2026 19:42
Heptachlor	ND	0.0010	1	01/30/2026 19:42
Heptachlor epoxide	ND	0.0010	1	01/30/2026 19:42
Hexachlorobenzene	ND	0.010	1	01/30/2026 19:42
Hexachlorocyclopentadiene	ND	0.020	1	01/30/2026 19:42
Methoxychlor	ND	0.0010	1	01/30/2026 19:42
Toxaphene	ND	0.20	1	01/30/2026 19:42
Aroclor1016	ND	0.050	1	01/30/2026 19:42
Aroclor1221	ND	0.050	1	01/30/2026 19:42
Aroclor1232	ND	0.050	1	01/30/2026 19:42
Aroclor1242	ND	0.050	1	01/30/2026 19:42
Aroclor1248	ND	0.050	1	01/30/2026 19:42
Aroclor1254	ND	0.050	1	01/30/2026 19:42
Aroclor1260	ND	0.050	1	01/30/2026 19:42
PCBs, total	ND	0.050	1	01/30/2026 19:42

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3546
Date Prepared:	01/30/2026	**Analytical Method:**	SW8081B/8082A
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Organochlorine Pesticides + PCBs

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	GC40 01302634.d	334702

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Decachlorobiphenyl	87	60-130	1	01/30/2026 19:42

Analyst(s): TAZ

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW5030B
Date Prepared:	01/29/2026	**Analytical Method:**	SW8260D
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC38 02042633.D	334684

Analytes	Result	RL	DF	Date Analyzed
Acetone	ND	0.20	1	02/05/2026 03:19
tert-Amyl methyl ether (TAME)	ND	0.0050	1	02/05/2026 03:19
Benzene	ND	0.0050	1	02/05/2026 03:19
Bromobenzene	ND	0.0050	1	02/05/2026 03:19
Bromochloromethane	ND	0.0050	1	02/05/2026 03:19
Bromodichloromethane	ND	0.0050	1	02/05/2026 03:19
Bromoform	ND	0.0050	1	02/05/2026 03:19
Bromomethane	ND	0.0050	1	02/05/2026 03:19
2-Butanone (MEK)	ND	0.10	1	02/05/2026 03:19
t-Butyl alcohol (TBA)	ND	0.050	1	02/05/2026 03:19
n-Butyl benzene	ND	0.0050	1	02/05/2026 03:19
sec-Butyl benzene	ND	0.0050	1	02/05/2026 03:19
tert-Butyl benzene	ND	0.0050	1	02/05/2026 03:19
Carbon Disulfide	ND	0.0050	1	02/05/2026 03:19
Carbon Tetrachloride	ND	0.0050	1	02/05/2026 03:19
Chlorobenzene	ND	0.0050	1	02/05/2026 03:19
Chloroethane	ND	0.0050	1	02/05/2026 03:19
Chloroform	ND	0.0050	1	02/05/2026 03:19
Chloromethane	ND	0.0050	1	02/05/2026 03:19
2-Chlorotoluene	ND	0.0050	1	02/05/2026 03:19
4-Chlorotoluene	ND	0.0050	1	02/05/2026 03:19
Dibromochloromethane	ND	0.0050	1	02/05/2026 03:19
1,2-Dibromo-3-chloropropane	ND	0.00050	1	02/05/2026 03:19
1,2-Dibromoethane (EDB)	ND	0.00025	1	02/05/2026 03:19
Dibromomethane	ND	0.0050	1	02/05/2026 03:19
1,2-Dichlorobenzene	ND	0.0050	1	02/05/2026 03:19
1,3-Dichlorobenzene	ND	0.0050	1	02/05/2026 03:19
1,4-Dichlorobenzene	ND	0.0050	1	02/05/2026 03:19
Dichlorodifluoromethane	ND	0.0050	1	02/05/2026 03:19
1,1-Dichloroethane	ND	0.0050	1	02/05/2026 03:19
1,2-Dichloroethane (1,2-DCA)	ND	0.00010	1	02/05/2026 03:19
1,1-Dichloroethene	ND	0.0050	1	02/05/2026 03:19
cis-1,2-Dichloroethene	ND	0.0050	1	02/05/2026 03:19
trans-1,2-Dichloroethene	ND	0.0050	1	02/05/2026 03:19
1,2-Dichloropropane	ND	0.0050	1	02/05/2026 03:19
1,3-Dichloropropane	ND	0.0050	1	02/05/2026 03:19

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW5030B
Date Prepared:	01/29/2026	**Analytical Method:**	SW8260D
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC38 02042633.D	334684

Analytes	Result	RL	DF	Date Analyzed
2,2-Dichloropropane	ND	0.0050	1	02/05/2026 03:19
1,1-Dichloropropene	ND	0.0050	1	02/05/2026 03:19
cis-1,3-Dichloropropene	ND	0.0050	1	02/05/2026 03:19
trans-1,3-Dichloropropene	ND	0.0050	1	02/05/2026 03:19
Diisopropyl ether (DIPE)	ND	0.0050	1	02/05/2026 03:19
Ethylbenzene	ND	0.0050	1	02/05/2026 03:19
Ethyl tert-butyl ether (ETBE)	ND	0.0050	1	02/05/2026 03:19
Freon 113	ND	0.0050	1	02/05/2026 03:19
Hexachlorobutadiene	ND	0.0050	1	02/05/2026 03:19
Hexachloroethane	ND	0.0050	1	02/05/2026 03:19
2-Hexanone	ND	0.0050	1	02/05/2026 03:19
Isopropylbenzene	ND	0.0050	1	02/05/2026 03:19
4-Isopropyl toluene	ND	0.0050	1	02/05/2026 03:19
Methyl-t-butyl ether (MTBE)	ND	0.0050	1	02/05/2026 03:19
Methylene chloride	ND	0.020	1	02/05/2026 03:19
4-Methyl-2-pentanone (MIBK)	ND	0.0050	1	02/05/2026 03:19
Naphthalene	ND	0.0050	1	02/05/2026 03:19
n-Propyl benzene	ND	0.0050	1	02/05/2026 03:19
Styrene	ND	0.0050	1	02/05/2026 03:19
1,1,1,2-Tetrachloroethane	ND	0.0050	1	02/05/2026 03:19
1,1,2,2-Tetrachloroethane	ND	0.0050	1	02/05/2026 03:19
Tetrachloroethene	ND	0.0050	1	02/05/2026 03:19
Toluene	ND	0.0050	1	02/05/2026 03:19
1,2,3-Trichlorobenzene	ND	0.0050	1	02/05/2026 03:19
1,2,4-Trichlorobenzene	ND	0.0050	1	02/05/2026 03:19
1,1,1-Trichloroethane	ND	0.0050	1	02/05/2026 03:19
1,1,2-Trichloroethane	ND	0.0050	1	02/05/2026 03:19
Trichloroethene	ND	0.0050	1	02/05/2026 03:19
Trichlorofluoromethane	ND	0.0050	1	02/05/2026 03:19
1,2,3-Trichloropropane	ND	0.00025	1	02/05/2026 03:19
1,2,4-Trimethylbenzene	ND	0.0050	1	02/05/2026 03:19
1,3,5-Trimethylbenzene	ND	0.0050	1	02/05/2026 03:19
Vinyl Chloride	ND	0.00025	1	02/05/2026 03:19
m,p-Xylene	ND	0.0050	1	02/05/2026 03:19
o-Xylene	ND	0.0050	1	02/05/2026 03:19
Xylenes, Total	ND	0.0050	1	02/05/2026 03:19

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW5030B
Date Prepared:	01/29/2026	**Analytical Method:**	SW8260D
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/kg

Volatile Organics

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC38 02042633.D	334684

Analytes	Result	RL	DF	Date Analyzed
Surrogates	**REC (%)**	**Limits**	**DF**	
Dibromofluoromethane	81	70-140	1	02/05/2026 03:19
Toluene-d8	110	70-140	1	02/05/2026 03:19
4-BFB	93	70-140	1	02/05/2026 03:19
Benzene-d6	81	50-140	1	02/05/2026 03:19
Ethylbenzene-d10	108	50-140	1	02/05/2026 03:19
1,2-DCB-d4	81	40-140	1	02/05/2026 03:19

Analyst(s): TW

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-2-18	2601J28-001A	Soil	01/26/2026 09:40	ICP-MS5 154SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:20
Arsenic	**4.72**	0.500	1	01/30/2026 19:20
Barium	**215**	5.00	1	01/30/2026 19:20
Beryllium	**0.554**	0.500	1	01/30/2026 19:20
Cadmium	ND	0.500	1	01/30/2026 19:20
Chromium	**62.9**	0.500	1	01/30/2026 19:20
Cobalt	**10.1**	0.500	1	01/30/2026 19:20
Copper	**16.1**	0.500	1	01/30/2026 19:20
Lead	**6.40**	0.500	1	01/30/2026 19:20
Mercury	ND	0.0500	1	01/30/2026 19:20
Molybdenum	ND	0.500	1	01/30/2026 19:20
Nickel	**81.7**	0.500	1	01/30/2026 19:20
Selenium	ND	0.500	1	01/30/2026 19:20
Silver	ND	0.500	1	01/30/2026 19:20
Thallium	ND	0.500	1	01/30/2026 19:20
Vanadium	**42.7**	0.500	1	01/30/2026 19:20
Zinc	**45.8**	5.00	1	01/30/2026 19:20

Surrogates	REC (%)	Limits	DF	
Terbium	106	70-130	1	01/30/2026 19:20

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-1-18	2601J28-002A	Soil	01/26/2026 09:50	ICP-MS5 155SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:24
Arsenic	**5.84**	0.500	1	01/30/2026 19:24
Barium	**277**	5.00	1	01/30/2026 19:24
Beryllium	**0.719**	0.500	1	01/30/2026 19:24
Cadmium	ND	0.500	1	01/30/2026 19:24
Chromium	**79.2**	0.500	1	01/30/2026 19:24
Cobalt	**13.3**	0.500	1	01/30/2026 19:24
Copper	**20.9**	0.500	1	01/30/2026 19:24
Lead	**8.15**	0.500	1	01/30/2026 19:24
Mercury	**0.0690**	0.0500	1	01/30/2026 19:24
Molybdenum	ND	0.500	1	01/30/2026 19:24
Nickel	**103**	0.500	1	01/30/2026 19:24
Selenium	ND	0.500	1	01/30/2026 19:24
Silver	ND	0.500	1	01/30/2026 19:24
Thallium	ND	0.500	1	01/30/2026 19:24
Vanadium	**55.9**	0.500	1	01/30/2026 19:24
Zinc	**59.4**	5.00	1	01/30/2026 19:24

Surrogates	REC (%)	Limits	DF	
Terbium	115	70-130	1	01/30/2026 19:24

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-1-18	2601J28-003A	Soil	01/26/2026 10:20	ICP-MS5 156SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:27
Arsenic	**6.17**	0.500	1	01/30/2026 19:27
Barium	**206**	5.00	1	01/30/2026 19:27
Beryllium	**0.547**	0.500	1	01/30/2026 19:27
Cadmium	ND	0.500	1	01/30/2026 19:27
Chromium	**68.3**	0.500	1	01/30/2026 19:27
Cobalt	**11.2**	0.500	1	01/30/2026 19:27
Copper	**19.8**	0.500	1	01/30/2026 19:27
Lead	**11.9**	0.500	1	01/30/2026 19:27
Mercury	**0.100**	0.0500	1	01/30/2026 19:27
Molybdenum	**0.677**	0.500	1	01/30/2026 19:27
Nickel	**96.5**	0.500	1	01/30/2026 19:27
Selenium	ND	0.500	1	01/30/2026 19:27
Silver	ND	0.500	1	01/30/2026 19:27
Thallium	ND	0.500	1	01/30/2026 19:27
Vanadium	**46.9**	0.500	1	01/30/2026 19:27
Zinc	**56.3**	5.00	1	01/30/2026 19:27

Surrogates	REC (%)	Limits	DF	
Terbium	109	70-130	1	01/30/2026 19:27

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-2-18	2601J28-004A	Soil	01/26/2026 10:40	ICP-MS5 157SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:31
Arsenic	**4.51**	0.500	1	01/30/2026 19:31
Barium	**159**	5.00	1	01/30/2026 19:31
Beryllium	ND	0.500	1	01/30/2026 19:31
Cadmium	ND	0.500	1	01/30/2026 19:31
Chromium	**60.4**	0.500	1	01/30/2026 19:31
Cobalt	**10.6**	0.500	1	01/30/2026 19:31
Copper	**23.9**	0.500	1	01/30/2026 19:31
Lead	**6.68**	0.500	1	01/30/2026 19:31
Mercury	ND	0.0500	1	01/30/2026 19:31
Molybdenum	**0.734**	0.500	1	01/30/2026 19:31
Nickel	**51.3**	0.500	1	01/30/2026 19:31
Selenium	ND	0.500	1	01/30/2026 19:31
Silver	ND	0.500	1	01/30/2026 19:31
Thallium	ND	0.500	1	01/30/2026 19:31
Vanadium	**57.2**	0.500	1	01/30/2026 19:31
Zinc	**50.5**	5.00	1	01/30/2026 19:31

Surrogates	REC (%)	Limits	DF	
Terbium	105	70-130	1	01/30/2026 19:31

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Upper Berry-1-18	2601J28-005A	Soil	01/26/2026 11:10	ICP-MS5 158SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:35
Arsenic	**5.69**	0.500	1	01/30/2026 19:35
Barium	**199**	5.00	1	01/30/2026 19:35
Beryllium	**0.589**	0.500	1	01/30/2026 19:35
Cadmium	ND	0.500	1	01/30/2026 19:35
Chromium	**66.2**	0.500	1	01/30/2026 19:35
Cobalt	**13.7**	0.500	1	01/30/2026 19:35
Copper	**27.7**	0.500	1	01/30/2026 19:35
Lead	**9.63**	0.500	1	01/30/2026 19:35
Mercury	**0.0580**	0.0500	1	01/30/2026 19:35
Molybdenum	**0.730**	0.500	1	01/30/2026 19:35
Nickel	**111**	0.500	1	01/30/2026 19:35
Selenium	ND	0.500	1	01/30/2026 19:35
Silver	ND	0.500	1	01/30/2026 19:35
Thallium	ND	0.500	1	01/30/2026 19:35
Vanadium	**47.5**	0.500	1	01/30/2026 19:35
Zinc	**59.7**	5.00	1	01/30/2026 19:35

Surrogates	REC (%)	Limits	DF	
Terbium	107	70-130	1	01/30/2026 19:35

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	ICP-MS5 161SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.600**	0.500	1	01/30/2026 19:46
Arsenic	**5.45**	0.500	1	01/30/2026 19:46
Barium	**196**	5.00	1	01/30/2026 19:46
Beryllium	**0.579**	0.500	1	01/30/2026 19:46
Cadmium	ND	0.500	1	01/30/2026 19:46
Chromium	**88.9**	0.500	1	01/30/2026 19:46
Cobalt	**18.0**	0.500	1	01/30/2026 19:46
Copper	**42.0**	0.500	1	01/30/2026 19:46
Lead	**13.3**	0.500	1	01/30/2026 19:46
Mercury	**0.402**	0.0500	1	01/30/2026 19:46
Molybdenum	**0.709**	0.500	1	01/30/2026 19:46
Nickel	**95.9**	0.500	1	01/30/2026 19:46
Selenium	ND	0.500	1	01/30/2026 19:46
Silver	ND	0.500	1	01/30/2026 19:46
Thallium	ND	0.500	1	01/30/2026 19:46
Vanadium	**79.7**	0.500	1	01/30/2026 19:46
Zinc	**75.9**	5.00	1	01/30/2026 19:46

Surrogates	REC (%)	Limits	DF	
Terbium	108	70-130	1	01/30/2026 19:46

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-1-18	2601J28-007A	Soil	01/26/2026 11:50	ICP-MS5 162SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:49
Arsenic	**4.33**	0.500	1	01/30/2026 19:49
Barium	**210**	5.00	1	01/30/2026 19:49
Beryllium	**0.650**	0.500	1	01/30/2026 19:49
Cadmium	ND	0.500	1	01/30/2026 19:49
Chromium	**54.2**	0.500	1	01/30/2026 19:49
Cobalt	**10.2**	0.500	1	01/30/2026 19:49
Copper	**18.4**	0.500	1	01/30/2026 19:49
Lead	**8.24**	0.500	1	01/30/2026 19:49
Mercury	ND	0.0500	1	01/30/2026 19:49
Molybdenum	ND	0.500	1	01/30/2026 19:49
Nickel	**59.8**	0.500	1	01/30/2026 19:49
Selenium	ND	0.500	1	01/30/2026 19:49
Silver	ND	0.500	1	01/30/2026 19:49
Thallium	ND	0.500	1	01/30/2026 19:49
Vanadium	**46.3**	0.500	1	01/30/2026 19:49
Zinc	**47.4**	5.00	1	01/30/2026 19:49

Surrogates	REC (%)	Limits	DF	
Terbium	105	70-130	1	01/30/2026 19:49

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-2-18	2601J28-008A	Soil	01/26/2026 12:10	ICP-MS5 163SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 19:53
Arsenic	**4.65**	0.500	1	01/30/2026 19:53
Barium	**235**	5.00	1	01/30/2026 19:53
Beryllium	ND	0.500	1	01/30/2026 19:53
Cadmium	ND	0.500	1	01/30/2026 19:53
Chromium	**44.0**	0.500	1	01/30/2026 19:53
Cobalt	**11.5**	0.500	1	01/30/2026 19:53
Copper	**18.6**	0.500	1	01/30/2026 19:53
Lead	**9.21**	0.500	1	01/30/2026 19:53
Mercury	**0.0630**	0.0500	1	01/30/2026 19:53
Molybdenum	**0.520**	0.500	1	01/30/2026 19:53
Nickel	**52.7**	0.500	1	01/30/2026 19:53
Selenium	ND	0.500	1	01/30/2026 19:53
Silver	ND	0.500	1	01/30/2026 19:53
Thallium	ND	0.500	1	01/30/2026 19:53
Vanadium	**45.8**	0.500	1	01/30/2026 19:53
Zinc	**67.2**	5.00	1	01/30/2026 19:53

Surrogates	REC (%)	Limits	DF	
Terbium	107	70-130	1	01/30/2026 19:53

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1A-18	2601J28-009A	Soil	01/26/2026 13:00	ICP-MS5 216SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.569**	0.500	1	01/30/2026 23:08
Arsenic	**6.34**	0.500	1	01/30/2026 23:08
Barium	**292**	5.00	1	01/30/2026 23:08
Beryllium	**0.729**	0.500	1	01/30/2026 23:08
Cadmium	ND	0.500	1	01/30/2026 23:08
Chromium	**63.9**	0.500	1	01/30/2026 23:08
Cobalt	**12.0**	0.500	1	01/30/2026 23:08
Copper	**27.5**	0.500	1	01/30/2026 23:08
Lead	**14.1**	0.500	1	01/30/2026 23:08
Mercury	ND	0.0500	1	01/30/2026 23:08
Molybdenum	**1.34**	0.500	1	01/30/2026 23:08
Nickel	**74.6**	0.500	1	01/30/2026 23:08
Selenium	ND	0.500	1	01/30/2026 23:08
Silver	ND	0.500	1	01/30/2026 23:08
Thallium	ND	0.500	1	01/30/2026 23:08
Vanadium	**61.3**	0.500	1	01/30/2026 23:08
Zinc	**65.2**	5.00	1	01/30/2026 23:08

Surrogates	REC (%)	Limits	DF	
Terbium	109	70-130	1	01/30/2026 23:08

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	ICP-MS5 217SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 23:12
Arsenic	**1.19**	0.500	1	01/30/2026 23:12
Barium	**88.0**	5.00	1	01/30/2026 23:12
Beryllium	ND	0.500	1	01/30/2026 23:12
Cadmium	ND	0.500	1	01/30/2026 23:12
Chromium	**161**	0.500	1	01/30/2026 23:12
Cobalt	**30.1**	0.500	1	01/30/2026 23:12
Copper	**89.4**	0.500	1	01/30/2026 23:12
Lead	**1.99**	0.500	1	01/30/2026 23:12
Mercury	**0.0510**	0.0500	1	01/30/2026 23:12
Molybdenum	ND	0.500	1	01/30/2026 23:12
Nickel	**100**	0.500	1	01/30/2026 23:12
Selenium	ND	0.500	1	01/30/2026 23:12
Silver	ND	0.500	1	01/30/2026 23:12
Thallium	ND	0.500	1	01/30/2026 23:12
Vanadium	**158**	0.500	1	01/30/2026 23:12
Zinc	**89.3**	5.00	1	01/30/2026 23:12

Surrogates	REC (%)	Limits	DF	
Terbium	108	70-130	1	01/30/2026 23:12

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-3-18	2601J28-011A	Soil	01/26/2026 13:40	ICP-MS5 218SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 23:16
Arsenic	**3.14**	0.500	1	01/30/2026 23:16
Barium	**273**	5.00	1	01/30/2026 23:16
Beryllium	**0.789**	0.500	1	01/30/2026 23:16
Cadmium	ND	0.500	1	01/30/2026 23:16
Chromium	**64.6**	0.500	1	01/30/2026 23:16
Cobalt	**12.0**	0.500	1	01/30/2026 23:16
Copper	**19.8**	0.500	1	01/30/2026 23:16
Lead	**8.25**	0.500	1	01/30/2026 23:16
Mercury	ND	0.0500	1	01/30/2026 23:16
Molybdenum	ND	0.500	1	01/30/2026 23:16
Nickel	**78.0**	0.500	1	01/30/2026 23:16
Selenium	ND	0.500	1	01/30/2026 23:16
Silver	ND	0.500	1	01/30/2026 23:16
Thallium	ND	0.500	1	01/30/2026 23:16
Vanadium	**43.6**	0.500	1	01/30/2026 23:16
Zinc	**51.9**	5.00	1	01/30/2026 23:16

Surrogates	REC (%)	Limits	DF	
Terbium	107	70-130	1	01/30/2026 23:16

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-2-18	2601J28-012A	Soil	01/26/2026 14:05	ICP-MS5 219SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.500	1	01/30/2026 23:19
Arsenic	**6.19**	0.500	1	01/30/2026 23:19
Barium	**158**	5.00	1	01/30/2026 23:19
Beryllium	**0.505**	0.500	1	01/30/2026 23:19
Cadmium	ND	0.500	1	01/30/2026 23:19
Chromium	**46.0**	0.500	1	01/30/2026 23:19
Cobalt	**9.24**	0.500	1	01/30/2026 23:19
Copper	**24.1**	0.500	1	01/30/2026 23:19
Lead	**17.4**	0.500	1	01/30/2026 23:19
Mercury	**0.0880**	0.0500	1	01/30/2026 23:19
Molybdenum	**0.915**	0.500	1	01/30/2026 23:19
Nickel	**53.7**	0.500	1	01/30/2026 23:19
Selenium	ND	0.500	1	01/30/2026 23:19
Silver	ND	0.500	1	01/30/2026 23:19
Thallium	ND	0.500	1	01/30/2026 23:19
Vanadium	**43.7**	0.500	1	01/30/2026 23:19
Zinc	**55.3**	5.00	1	01/30/2026 23:19

Surrogates	REC (%)	Limits	DF	
Terbium	107	70-130	1	01/30/2026 23:19

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-4-18	2601J28-013A	Soil	01/27/2026 09:30	ICP-MS5 220SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**1.25**	0.500	1	01/30/2026 23:23
Arsenic	**12.9**	0.500	1	01/30/2026 23:23
Barium	**172**	5.00	1	01/30/2026 23:23
Beryllium	**0.603**	0.500	1	01/30/2026 23:23
Cadmium	ND	0.500	1	01/30/2026 23:23
Chromium	**52.5**	0.500	1	01/30/2026 23:23
Cobalt	**13.4**	0.500	1	01/30/2026 23:23
Copper	**39.2**	0.500	1	01/30/2026 23:23
Lead	**9.06**	0.500	1	01/30/2026 23:23
Mercury	**0.101**	0.0500	1	01/30/2026 23:23
Molybdenum	**0.516**	0.500	1	01/30/2026 23:23
Nickel	**70.9**	0.500	1	01/30/2026 23:23
Selenium	ND	0.500	1	01/30/2026 23:23
Silver	ND	0.500	1	01/30/2026 23:23
Thallium	ND	0.500	1	01/30/2026 23:23
Vanadium	**55.2**	0.500	1	01/30/2026 23:23
Zinc	**79.7**	5.00	1	01/30/2026 23:23

Surrogates	REC (%)	Limits	DF	
Terbium	109	70-130	1	01/30/2026 23:23

Analyst(s): AL

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-3-18	2601J28-014A	Soil	01/27/2026 09:55	ICP-MS5 211SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**1.28**	0.500	1	01/30/2026 22:50
Arsenic	**17.1**	0.500	1	01/30/2026 22:50
Barium	**186**	5.00	1	01/30/2026 22:50
Beryllium	**0.616**	0.500	1	01/30/2026 22:50
Cadmium	ND	0.500	1	01/30/2026 22:50
Chromium	**70.6**	0.500	1	01/30/2026 22:50
Cobalt	**15.6**	0.500	1	01/30/2026 22:50
Copper	**53.5**	0.500	1	01/30/2026 22:50
Lead	**20.7**	0.500	1	01/30/2026 22:50
Mercury	**0.166**	0.0500	1	01/30/2026 22:50
Molybdenum	**0.634**	0.500	1	01/30/2026 22:50
Nickel	**100**	0.500	1	01/30/2026 22:50
Selenium	ND	0.500	1	01/30/2026 22:50
Silver	ND	0.500	1	01/30/2026 22:50
Thallium	ND	0.500	1	01/30/2026 22:50
Vanadium	**61.1**	0.500	1	01/30/2026 22:50
Zinc	**96.7**	5.00	1	01/30/2026 22:50

Surrogates	REC (%)	Limits	DF	
Terbium	100	70-130	1	01/30/2026 22:50

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-2-18	2601J28-015A	Soil	01/27/2026 10:10	ICP-MS5 214SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**0.895**	0.500	1	01/30/2026 23:01
Arsenic	**9.57**	0.500	1	01/30/2026 23:01
Barium	**178**	5.00	1	01/30/2026 23:01
Beryllium	**0.528**	0.500	1	01/30/2026 23:01
Cadmium	ND	0.500	1	01/30/2026 23:01
Chromium	**58.1**	0.500	1	01/30/2026 23:01
Cobalt	**12.6**	0.500	1	01/30/2026 23:01
Copper	**33.6**	0.500	1	01/30/2026 23:01
Lead	**12.8**	0.500	1	01/30/2026 23:01
Mercury	**0.0770**	0.0500	1	01/30/2026 23:01
Molybdenum	ND	0.500	1	01/30/2026 23:01
Nickel	**82.2**	0.500	1	01/30/2026 23:01
Selenium	ND	0.500	1	01/30/2026 23:01
Silver	ND	0.500	1	01/30/2026 23:01
Thallium	ND	0.500	1	01/30/2026 23:01
Vanadium	**47.1**	0.500	1	01/30/2026 23:01
Zinc	**69.9**	5.00	1	01/30/2026 23:01

Surrogates	REC (%)	Limits	DF	
Terbium	108	70-130	1	01/30/2026 23:01

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3050 B
Date Prepared:	01/30/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	ICP-MS5 215SMPL.d	334698

Analytes	Result	RL	DF	Date Analyzed
Antimony	**1.54**	0.500	1	01/30/2026 23:05
Arsenic	**16.3**	0.500	1	01/30/2026 23:05
Barium	**199**	5.00	1	01/30/2026 23:05
Beryllium	**0.755**	0.500	1	01/30/2026 23:05
Cadmium	ND	0.500	1	01/30/2026 23:05
Chromium	**107**	0.500	1	01/30/2026 23:05
Cobalt	**18.6**	0.500	1	01/30/2026 23:05
Copper	**52.7**	0.500	1	01/30/2026 23:05
Lead	**24.6**	0.500	1	01/30/2026 23:05
Mercury	**0.166**	0.0500	1	01/30/2026 23:05
Molybdenum	**0.725**	0.500	1	01/30/2026 23:05
Nickel	**129**	0.500	1	01/30/2026 23:05
Selenium	ND	0.500	1	01/30/2026 23:05
Silver	ND	0.500	1	01/30/2026 23:05
Thallium	ND	0.500	1	01/30/2026 23:05
Vanadium	**75.9**	0.500	1	01/30/2026 23:05
Zinc	**125**	5.00	1	01/30/2026 23:05

Surrogates	REC (%)	Limits	DF	
Terbium	102	70-130	1	01/30/2026 23:05

Analyst(s): AL

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-2-18	2601J28-001A	Soil	01/26/2026 09:40	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**0.25**	0.25	1	02/02/2026 10:30

Analyst(s): MKI Analytical Comments: k15

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-1-18	2601J28-002A	Soil	01/26/2026 09:50	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 11:15

Analyst(s): MKI Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-1-18	2601J28-003A	Soil	01/26/2026 10:20	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 11:35

Analyst(s): MKI Analytical Comments: k12,k15

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-2-18	2601J28-004A	Soil	01/26/2026 10:40	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 12:20

Analyst(s): MKI Analytical Comments: k12,k15

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Upper Berry-1-18	2601J28-005A	Soil	01/26/2026 11:10	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 13:05

Analyst(s): MKI Analytical Comments: k12,k15

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 13:50

Analyst(s): MKI Analytical Comments: k12,k15

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-1-18	2601J28-007A	Soil	01/26/2026 11:50	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 10:00

Analyst(s): MKI Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-2-18	2601J28-008A	Soil	01/26/2026 12:10	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 10:30

Analyst(s): MKI Analytical Comments: k12,k15

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1A-18	2601J28-009A	Soil	01/26/2026 13:00	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 11:15

Analyst(s): MKI Analytical Comments: k10

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 11:35

Analyst(s): MKI Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-3-18	2601J28-011A	Soil	01/26/2026 13:40	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 11:55

Analyst(s): MKI Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-2-18	2601J28-012A	Soil	01/26/2026 14:05	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 15:30

Analyst(s): MKI Analytical Comments: k10

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-4-18	2601J28-013A	Soil	01/27/2026 09:30	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	**< 0.25**	0.25	1	02/02/2026 16:15

Analyst(s): MKI Analytical Comments: k12,k15

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-3-18	2601J28-014A	Soil	01/27/2026 09:55	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 16:35

Analyst(s): MKI Analytical Comments: k10

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-2-18	2601J28-015A	Soil	01/27/2026 10:10	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 16:55

Analyst(s): MKI Analytical Comments: k10

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CARB 435 Asbestos
Date Prepared:	01/30/2026	**Analytical Method:**	CARB 435
Project:	29085-22-1048; Upper Berryessa	**Unit:**	%

Asbestos (CARB 435) 400 Point Count

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	Microscope	334946

Analytes	Result	RL	DF	Date Analyzed
Asbestos	ND	0.25	1	02/02/2026 17:15

Analyst(s): MKI

Analytical Comments: k10

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW3550 B
Date Prepared:	01/29/2026	**Analytical Method:**	SW8015 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

Total Extractable Petroleum Hydrocarbons w/out SG Clean-Up

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC31A 01302630.D	334664

Analytes	Result	RL	DF	Date Analyzed
TPH-Diesel (C10-C23)	**2.2**	2.0	1	01/30/2026 20:22
TPH-Motor Oil (C18-C36)	**29**	10	1	01/30/2026 20:22

Surrogates	REC (%)	Limits	DF	
C9	114	69-160	1	01/30/2026 20:22

Analyst(s): JNG

Analytical Comments: e7,e2

Reagent-Blank Sample ID: GC31a_013026_0942

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW5030 B
Date Prepared:	01/29/2026	**Analytical Method:**	SW8015 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/Kg

Gasoline Range Volatile Hydrocarbons as Gasoline

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	GC57 02022631.D	334697

Analytes	Result	RL	DF	Date Analyzed
TPH(g) (C6-C12)	ND	1.0	1	02/03/2026 03:29

Surrogates	REC (%)	Limits	DF	
2-Fluorotoluene	85	60-140	1	02/03/2026 03:29

Analyst(s): IA

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334639
Date Analyzed:	01/30/2026	**Extraction Method:**	SW3546
Instrument:	GC40	**Analytical Method:**	SW8081B/8082A
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334639

QC Summary Report for SW8081 B /8082 A

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Aldrin	ND	0.00035	0.0010	-	-	-
a-BHC	ND	0.00043	0.0010	-	-	-
b-BHC	ND	0.00048	0.0010	-	-	-
d-BHC	ND	0.00036	0.0010	-	-	-
g-BHC	ND	0.00037	0.0010	-	-	-
Chlordane (Technical)	ND	0.0065	0.025	-	-	-
a-Chlordane	ND	0.00035	0.0010	-	-	-
g-Chlordane	ND	0.00056	0.0010	-	-	-
p,p-DDD	ND	0.00045	0.0010	-	-	-
p,p-DDE	ND	0.00041	0.0010	-	-	-
p,p-DDT	ND	0.00052	0.0010	-	-	-
Dieldrin	ND	0.00042	0.0010	-	-	-
Endosulfan I	ND	0.00037	0.0010	-	-	-
Endosulfan II	ND	0.00043	0.0010	-	-	-
Endosulfan sulfate	ND	0.00053	0.0010	-	-	-
Endrin	ND	0.00039	0.0010	-	-	-
Endrin aldehyde	ND	0.00042	0.0010	-	-	-
Endrin ketone	ND	0.00045	0.0010	-	-	-
Heptachlor	ND	0.00057	0.0010	-	-	-
Heptachlor epoxide	ND	0.00038	0.0010	-	-	-
Hexachlorobenzene	ND	0.00032	0.010	-	-	-
Hexachlorocyclopentadiene	ND	0.00059	0.020	-	-	-
Methoxychlor	ND	0.00060	0.0010	-	-	-
Toxaphene	ND	0.042	0.20	-	-	-
Aroclor1016	ND	0.024	0.050	-	-	-
Aroclor1221	ND	0.037	0.050	-	-	-
Aroclor1232	ND	0.037	0.050	-	-	-
Aroclor1242	ND	0.037	0.050	-	-	-
Aroclor1248	ND	0.037	0.050	-	-	-
Aroclor1254	ND	0.037	0.050	-	-	-
Aroclor1260	ND	0.021	0.050	-	-	-
Surrogate Recovery						
Decachlorobiphenyl	0.042			0.05	85	70-130

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334639
Date Analyzed:	01/30/2026	**Extraction Method:**	SW3546
Instrument:	GC40	**Analytical Method:**	SW8081B/8082A
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334639

QC Summary Report for SW8081 B /8082 A

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aldrin	0.050	0.052	0.050	101	104	70-130	2.77	20
a-BHC	0.049	0.049	0.050	98	98	70-130	0.339	20
b-BHC	0.044	0.044	0.050	88	87	70-130	0.389	20
d-BHC	0.048	0.047	0.050	95	94	70-130	1.02	20
g-BHC	0.047	0.047	0.050	93	93	70-130	0.197	20
a-Chlordane	0.049	0.049	0.050	98	97	70-130	0.501	20
g-Chlordane	0.047	0.047	0.050	95	94	70-130	0.395	20
p,p-DDD	0.044	0.044	0.050	88	88	70-130	0.990	20
p,p-DDE	0.051	0.050	0.050	101	101	70-130	0.656	20
p,p-DDT	0.049	0.048	0.050	98	97	70-130	2.01	20
Dieldrin	0.049	0.049	0.050	97	98	70-130	0.357	20
Endosulfan I	0.051	0.052	0.050	102	105	70-130	2.97	20
Endosulfan II	0.048	0.049	0.050	96	98	70-130	2.13	20
Endosulfan sulfate	0.050	0.050	0.050	101	100	70-130	0.480	20
Endrin	0.053	0.053	0.050	106	105	70-130	0.871	20
Endrin aldehyde	0.049	0.050	0.050	98	100	70-130	2.31	20
Endrin ketone	0.048	0.048	0.050	96	96	70-130	0.440	20
Heptachlor	0.053	0.053	0.050	106	106	70-130	0.117	20
Heptachlor epoxide	0.050	0.050	0.050	100	100	70-130	0.157	20
Hexachlorobenzene	0.047	0.047	0.050	93	93	70-130	0.0345	20
Hexachlorocyclopentadiene	0.047	0.048	0.050	94	95	50-130	1.48	20
Methoxychlor	0.051	0.050	0.050	102	100	70-130	2.57	20
Aroclor1016	0.16	0.15	0.15	106	100	70-130	5.67	20
Aroclor1260	0.15	0.15	0.15	102	102	70-130	0.460	20
Surrogate Recovery								
Decachlorobiphenyl	0.046	0.045	0.050	93	90	70-130	2.85	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334702
Date Analyzed:	01/31/2026	**Extraction Method:**	SW3546
Instrument:	GC20, GC40	**Analytical Method:**	SW8081B/8082A
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334702 2601J28-011AMS/MSD

QC Summary Report for SW8081 B /8082 A

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Aldrin	ND	0.00035	0.0010	-	-	-
a-BHC	ND	0.00043	0.0010	-	-	-
b-BHC	ND	0.00048	0.0010	-	-	-
d-BHC	ND	0.00036	0.0010	-	-	-
g-BHC	ND	0.00037	0.0010	-	-	-
Chlordane (Technical)	ND	0.0065	0.025	-	-	-
a-Chlordane	ND	0.00035	0.0010	-	-	-
g-Chlordane	ND	0.00056	0.0010	-	-	-
p,p-DDD	ND	0.00045	0.0010	-	-	-
p,p-DDE	ND	0.00041	0.0010	-	-	-
p,p-DDT	ND	0.00052	0.0010	-	-	-
Dieldrin	ND	0.00042	0.0010	-	-	-
Endosulfan I	ND	0.00037	0.0010	-	-	-
Endosulfan II	ND	0.00043	0.0010	-	-	-
Endosulfan sulfate	ND	0.00053	0.0010	-	-	-
Endrin	ND	0.00039	0.0010	-	-	-
Endrin aldehyde	ND	0.00042	0.0010	-	-	-
Endrin ketone	ND	0.00045	0.0010	-	-	-
Heptachlor	ND	0.00057	0.0010	-	-	-
Heptachlor epoxide	ND	0.00038	0.0010	-	-	-
Hexachlorobenzene	ND	0.00032	0.010	-	-	-
Hexachlorocyclopentadiene	ND	0.00059	0.020	-	-	-
Methoxychlor	ND	0.00060	0.0010	-	-	-
Toxaphene	ND	0.042	0.20	-	-	-
Aroclor1016	ND	0.024	0.050	-	-	-
Aroclor1221	ND	0.037	0.050	-	-	-
Aroclor1232	ND	0.037	0.050	-	-	-
Aroclor1242	ND	0.037	0.050	-	-	-
Aroclor1248	ND	0.037	0.050	-	-	-
Aroclor1254	ND	0.037	0.050	-	-	-
Aroclor1260	ND	0.021	0.050	-	-	-
Surrogate Recovery						
Decachlorobiphenyl	0.047			0.05	94	70-130

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334702
Date Analyzed:	01/31/2026	**Extraction Method:**	SW3546
Instrument:	GC20, GC40	**Analytical Method:**	SW8081B/8082A
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334702 2601J28-011AMS/MSD

QC Summary Report for SW8081 B /8082 A

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aldrin	0.051	0.054	0.050	102	108	70-130	5.77	20
a-BHC	0.051	0.051	0.050	101	102	70-130	0.674	20
b-BHC	0.046	0.047	0.050	92	94	70-130	2.23	20
d-BHC	0.049	0.051	0.050	99	101	70-130	2.98	20
g-BHC	0.048	0.049	0.050	97	99	70-130	2.13	20
a-Chlordane	0.051	0.052	0.050	101	104	70-130	2.76	20
g-Chlordane	0.049	0.051	0.050	98	101	70-130	2.92	20
p,p-DDD	0.046	0.048	0.050	93	95	70-130	2.60	20
p,p-DDE	0.052	0.054	0.050	105	108	70-130	2.83	20
p,p-DDT	0.049	0.052	0.050	98	103	70-130	5.47	20
Dieldrin	0.051	0.052	0.050	101	104	70-130	2.51	20
Endosulfan I	0.053	0.055	0.050	106	110	70-130	3.27	20
Endosulfan II	0.050	0.051	0.050	99	103	70-130	3.28	20
Endosulfan sulfate	0.051	0.054	0.050	103	107	70-130	4.09	20
Endrin	0.055	0.056	0.050	111	113	70-130	2.05	20
Endrin aldehyde	0.050	0.053	0.050	100	105	70-130	4.83	20
Endrin ketone	0.048	0.051	0.050	95	102	70-130	7.04	20
Heptachlor	0.055	0.056	0.050	109	112	70-130	2.22	20
Heptachlor epoxide	0.052	0.053	0.050	104	106	70-130	1.79	20
Hexachlorobenzene	0.048	0.049	0.050	97	98	70-130	1.56	20
Hexachlorocyclopentadiene	0.049	0.048	0.050	98	96	50-130	1.68	20
Methoxychlor	0.051	0.054	0.050	102	107	70-130	5.07	20
Aroclor1016	0.16	0.16	0.15	106	106	70-130	0.106	20
Aroclor1260	0.16	0.16	0.15	105	107	70-130	2.18	20
Surrogate Recovery								
Decachlorobiphenyl	0.045	0.047	0.050	90	93	70-130	3.52	20

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Aldrin	1	0.044	0.041	0.050	ND	89	82	60-130	7.36	20
a-BHC	1	0.044	0.041	0.050	ND	89	82	60-130	7.58	20
b-BHC	1	0.045	0.041	0.050	ND	90	82	60-130	9.06	20
d-BHC	1	0.047	0.043	0.050	ND	94	86	60-130	8.81	20
g-BHC	1	0.045	0.042	0.050	ND	90	83	60-130	7.91	20
a-Chlordane	1	0.047	0.043	0.050	ND	93	86	60-130	8.15	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334702
Date Analyzed:	01/31/2026	**Extraction Method:**	SW3546
Instrument:	GC20, GC40	**Analytical Method:**	SW8081B/8082A
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334702 2601J28-011AMS/MSD

QC Summary Report for SW8081 B /8082 A

Analyte	MS DF	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
g-Chlordane	1	0.044	0.041	0.050	ND	88	81	60-130	7.96	20
p,p-DDD	1	0.052	0.048	0.050	ND	103	95	60-130	8.23	20
p,p-DDE	1	0.046	0.042	0.050	ND	91	84	60-130	8.47	20
p,p-DDT	1	0.056	0.051	0.050	ND	111	102	60-130	8.78	20
Dieldrin	1	0.048	0.044	0.050	ND	97	89	60-130	8.14	20
Endosulfan I	1	0.046	0.042	0.050	ND	93	85	60-130	8.49	20
Endosulfan II	1	0.046	0.043	0.050	ND	92	85	60-130	7.75	20
Endosulfan sulfate	1	0.050	0.047	0.050	ND	101	93	60-130	7.50	20
Endrin	1	0.061	0.056	0.050	ND	122	112	60-130	8.52	20
Endrin aldehyde	1	0.033	0.030	0.050	ND	65	61	60-130	6.94	20
Endrin ketone	1	0.046	0.042	0.050	ND	91	84	60-130	8.56	20
Heptachlor	1	0.064	0.060	0.050	ND	129	121	60-130	6.45	20
Heptachlor epoxide	1	0.048	0.045	0.050	ND	97	89	60-130	8.06	20
Hexachlorobenzene	1	0.044	0.040	0.050	ND	88	81	60-130	8.96	20
Hexachlorocyclopentadiene	1	0.037	0.035	0.050	ND	73	70	50-130	3.99	20
Methoxychlor	1	0.064	0.061	0.050	ND	128	122	60-130	4.64	20
Surrogate Recovery										
Decachlorobiphenyl	1	0.048	0.046	0.050		95	93	60-130	3.15	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Acetone	ND	0.12	0.20	-	-	-
tert-Amyl methyl ether (TAME)	ND	0.0012	0.0050	-	-	-
Benzene	ND	0.00095	0.0050	-	-	-
Bromobenzene	ND	0.0012	0.0050	-	-	-
Bromochloromethane	ND	0.0011	0.0050	-	-	-
Bromodichloromethane	ND	0.00023	0.0050	-	-	-
Bromoform	ND	0.0038	0.0050	-	-	-
Bromomethane	ND	0.0018	0.0050	-	-	-
2-Butanone (MEK)	ND	0.040	0.10	-	-	-
t-Butyl alcohol (TBA)	ND	0.024	0.050	-	-	-
n-Butyl benzene	ND	0.0016	0.0050	-	-	-
sec-Butyl benzene	ND	0.0018	0.0050	-	-	-
tert-Butyl benzene	ND	0.0021	0.0050	-	-	-
Carbon Disulfide	ND	0.0011	0.0050	-	-	-
Carbon Tetrachloride	ND	0.00017	0.0050	-	-	-
Chlorobenzene	ND	0.0012	0.0050	-	-	-
Chloroethane	ND	0.0017	0.0050	-	-	-
Chloroform	ND	0.00032	0.0050	-	-	-
Chloromethane	ND	0.0017	0.0050	-	-	-
2-Chlorotoluene	ND	0.0016	0.0050	-	-	-
4-Chlorotoluene	ND	0.0013	0.0050	-	-	-
Dibromochloromethane	ND	0.00040	0.0050	-	-	-
1,2-Dibromo-3-chloropropane	ND	0.00048	0.00050	-	-	-
1,2-Dibromoethane (EDB)	ND	0.00013	0.00025	-	-	-
Dibromomethane	ND	0.0012	0.0050	-	-	-
1,2-Dichlorobenzene	ND	0.0017	0.0050	-	-	-
1,3-Dichlorobenzene	ND	0.0015	0.0050	-	-	-
1,4-Dichlorobenzene	ND	0.0015	0.0050	-	-	-
Dichlorodifluoromethane	ND	0.00063	0.0050	-	-	-
1,1-Dichloroethane	ND	0.0015	0.0050	-	-	-
1,2-Dichloroethane (1,2-DCA)	ND	0.000070	0.00010	-	-	-
1,1-Dichloroethene	ND	0.00011	0.0050	-	-	-
cis-1,2-Dichloroethene	ND	0.0012	0.0050	-	-	-
trans-1,2-Dichloroethene	ND	0.0012	0.0050	-	-	-
1,2-Dichloropropane	ND	0.0013	0.0050	-	-	-
1,3-Dichloropropane	ND	0.00088	0.0050	-	-	-
2,2-Dichloropropane	ND	0.0019	0.0050	-	-	-
1,1-Dichloropropene	ND	0.0018	0.0050	-	-	-

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
cis-1,3-Dichloropropene	ND	0.00098	0.0050	-	-	-
trans-1,3-Dichloropropene	ND	0.00097	0.0050	-	-	-
Diisopropyl ether (DIPE)	ND	0.0018	0.0050	-	-	-
Ethylbenzene	ND	0.0011	0.0050	-	-	-
Ethyl tert-butyl ether (ETBE)	ND	0.0014	0.0050	-	-	-
Freon 113	ND	0.0011	0.0050	-	-	-
Hexachlorobutadiene	ND	0.0012	0.0050	-	-	-
Hexachloroethane	ND	0.00064	0.0050	-	-	-
2-Hexanone	ND	0.0027	0.0050	-	-	-
Isopropylbenzene	ND	0.0018	0.0050	-	-	-
4-Isopropyl toluene	ND	0.0019	0.0050	-	-	-
Methyl-t-butyl ether (MTBE)	ND	0.0015	0.0050	-	-	-
Methylene chloride	ND	0.012	0.020	-	-	-
4-Methyl-2-pentanone (MIBK)	ND	0.0017	0.0050	-	-	-
Naphthalene	ND	0.0030	0.0050	-	-	-
n-Propyl benzene	ND	0.0019	0.0050	-	-	-
Styrene	ND	0.0014	0.0050	-	-	-
1,1,1,2-Tetrachloroethane	ND	0.0013	0.0050	-	-	-
1,1,2,2-Tetrachloroethane	ND	0.00044	0.0050	-	-	-
Tetrachloroethene	ND	0.00029	0.0050	-	-	-
Toluene	ND	0.0016	0.0050	-	-	-
1,2,3-Trichlorobenzene	ND	0.0021	0.0050	-	-	-
1,2,4-Trichlorobenzene	ND	0.0016	0.0050	-	-	-
1,1,1-Trichloroethane	ND	0.0016	0.0050	-	-	-
1,1,2-Trichloroethane	ND	0.0012	0.0050	-	-	-
Trichloroethene	ND	0.0014	0.0050	-	-	-
Trichlorofluoromethane	ND	0.0013	0.0050	-	-	-
1,2,3-Trichloropropane	ND	0.00017	0.00025	-	-	-
1,2,4-Trimethylbenzene	ND	0.0016	0.0050	-	-	-
1,3,5-Trimethylbenzene	ND	0.0017	0.0050	-	-	-
Vinyl Chloride	ND	0.00012	0.00025	-	-	-
m,p-Xylene	ND	0.0026	0.0050	-	-	-
o-Xylene	ND	0.0014	0.0050	-	-	-

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Surrogate Recovery						
Dibromofluoromethane	0.089			0.125	71	70-140
Toluene-d8	0.13			0.125	105	70-140
4-BFB	0.012			0.0125	94	70-140
Benzene-d6	0.079			0.1	79	70-140
Ethylbenzene-d10	0.12			0.1	117	70-140
1,2-DCB-d4	0.082			0.1	82	70-140

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Acetone	0.19	0.21	0.20	97	103	60-140	6.04	30
tert-Amyl methyl ether (TAME)	0.013	0.014	0.020	64	70	50-140	8.14	30
Benzene	0.014	0.015	0.020	69	76	60-140	9.35	30
Bromobenzene	0.019	0.019	0.020	94	96	60-140	2.62	30
Bromochloromethane	0.015	0.016	0.020	75	82	60-140	8.43	30
Bromodichloromethane	0.014	0.015	0.020	70	76	60-140	9.07	30
Bromoform	0.013	0.013	0.020	66	65	40-140	2.22	30
Bromomethane	0.014	0.016	0.020	72	78	30-140	8.31	30
2-Butanone (MEK)	0.058	0.067	0.080	73	84	50-140	14.2	30
t-Butyl alcohol (TBA)	0.060	0.064	0.080	75	80	50-140	6.99	30
n-Butyl benzene	0.026	0.026	0.020	128	128	60-150	0.316	30
sec-Butyl benzene	0.022	0.023	0.020	110	113	60-150	2.13	30
tert-Butyl benzene	0.022	0.022	0.020	109	111	60-140	1.42	30
Carbon Disulfide	0.016	0.017	0.020	78	87	50-140	10.4	30
Carbon Tetrachloride	0.014	0.016	0.020	70	77	60-140	9.58	30
Chlorobenzene	0.018	0.018	0.020	88	90	60-140	1.55	30
Chloroethane	0.012	0.013	0.020	60	67	50-140	10.1	30
Chloroform	0.015	0.017	0.020	75	83	60-140	9.87	30
Chloromethane	0.0099	0.011	0.020	50	54	20-140	7.78	30
2-Chlorotoluene	0.020	0.020	0.020	99	99	60-140	0.113	30
4-Chlorotoluene	0.020	0.020	0.020	100	101	60-140	1.04	30
Dibromochloromethane	0.015	0.015	0.020	75	75	50-140	0.215	30
1,2-Dibromo-3-chloropropane	0.0091	0.0088	0.010	91	88	30-140	3.42	30
1,2-Dibromoethane (EDB)	0.0092	0.0092	0.010	92	92	40-140	0.649	30
Dibromomethane	0.013	0.015	0.020	67	73	60-140	9.66	30
1,2-Dichlorobenzene	0.016	0.016	0.020	81	81	60-140	1.00	30
1,3-Dichlorobenzene	0.019	0.019	0.020	93	93	60-140	0.277	30
1,4-Dichlorobenzene	0.019	0.018	0.020	94	92	60-140	2.21	30
Dichlorodifluoromethane	0.0072	0.0079	0.020	36	40	10-140	9.71	30
1,1-Dichloroethane	0.014	0.016	0.020	71	78	60-140	9.18	30
1,2-Dichloroethane (1,2-DCA)	0.013	0.014	0.020	65	70	60-140	8.26	30
1,1-Dichloroethene	0.015	0.017	0.020	76	83	60-140	9.76	30
cis-1,2-Dichloroethene	0.014	0.016	0.020	72	80	60-140	10.6	30
trans-1,2-Dichloroethene	0.015	0.017	0.020	77	83	60-140	8.26	30
1,2-Dichloropropane	0.013	0.015	0.020	67	74	60-140	9.12	30
1,3-Dichloropropane	0.017	0.017	0.020	84	84	60-140	0.132	30
2,2-Dichloropropane	0.016	0.018	0.020	81	90	60-140	9.86	30
1,1-Dichloropropene	0.015	0.016	0.020	74	82	60-140	10.8	30

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
cis-1,3-Dichloropropene	0.018	0.018	0.020	89	89	60-140	0.793	30
trans-1,3-Dichloropropene	0.016	0.017	0.020	82	83	60-140	0.255	30
Diisopropyl ether (DIPE)	0.012	0.013	0.020	62	67	60-140	8.64	30
Ethylbenzene	0.018	0.018	0.020	89	91	60-140	1.63	30
Ethyl tert-butyl ether (ETBE)	0.013	0.014	0.020	66	72	60-140	8.11	30
Freon 113	0.013	0.015	0.020	67	74	50-140	9.27	30
Hexachlorobutadiene	0.028	0.027	0.020	138	137	60-140	0.736	30
Hexachloroethane	0.019	0.019	0.020	96	96	60-140	0.0926	30
2-Hexanone	0.013	0.012	0.020	66	61	40-140	8.54	30
Isopropylbenzene	0.023	0.023	0.020	115	117	60-140	2.35	30
4-Isopropyl toluene	0.025	0.025	0.020	123	123	60-150	0.471	30
Methyl-t-butyl ether (MTBE)	0.013	0.015	0.020	67	73	50-140	7.37	30
Methylene chloride	0.018	0.020	0.020	89	100	60-140	11.5	30
4-Methyl-2-pentanone (MIBK)	0.013	0.013	0.020	65	63	50-140	4.28	30
Naphthalene	0.0098	0.0099	0.020	49	49	30-140	1.24	30
n-Propyl benzene	0.022	0.022	0.020	109	112	60-140	2.27	30
Styrene	0.016	0.016	0.020	78	80	60-140	2.14	30
1,1,1,2-Tetrachloroethane	0.017	0.017	0.020	86	87	60-140	1.39	30
1,1,2,2-Tetrachloroethane	0.018	0.017	0.020	89	86	40-140	3.54	30
Tetrachloroethene	0.022	0.022	0.020	109	112	60-140	2.75	30
Toluene	0.018	0.018	0.020	90	92	60-140	2.20	30
1,2,3-Trichlorobenzene	0.012	0.013	0.020	62	63	40-140	1.83	30
1,2,4-Trichlorobenzene	0.016	0.016	0.020	80	81	50-140	1.48	30
1,1,1-Trichloroethane	0.015	0.017	0.020	75	83	60-140	10.3	30
1,1,2-Trichloroethane	0.017	0.017	0.020	86	86	60-140	0.206	30
Trichloroethene	0.016	0.017	0.020	78	86	60-140	10.1	30
Trichlorofluoromethane	0.014	0.016	0.020	70	78	50-140	10.5	30
1,2,3-Trichloropropane	0.0094	0.0092	0.010	94	92	60-130	2.44	30
1,2,4-Trimethylbenzene	0.020	0.020	0.020	99	98	30-140	1.57	30
1,3,5-Trimethylbenzene	0.021	0.021	0.020	107	106	60-140	0.524	30
Vinyl Chloride	0.0057	0.0064	0.010	57	64	30-140	10.6	30
m,p-Xylene	0.035	0.036	0.040	88	90	60-140	1.76	30
o-Xylene	0.017	0.017	0.020	85	87	60-140	2.08	30

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334684
Date Analyzed:	01/30/2026	**Extraction Method:**	SW5030B
Instrument:	GC38	**Analytical Method:**	SW8260D
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334684

QC Summary Report for SW8260D

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Surrogate Recovery								
Dibromofluoromethane	0.091	0.099	0.12	73	79	70-140	8.64	30
Toluene-d8	0.13	0.13	0.12	104	105	70-140	0.882	30
4-BFB	0.012	0.012	0.012	94	94	70-140	0.312	30
Benzene-d6	0.080	0.087	0.10	80	87	70-140	7.89	30
Ethylbenzene-d10	0.12	0.12	0.10	118	119	70-140	0.959	30
1,2-DCB-d4	0.084	0.082	0.10	84	82	70-140	3.22	30

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334698
Date Analyzed:	01/30/2026	**Extraction Method:**	SW3050 B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020 B
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334698

QC Summary Report for Metals

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Antimony	ND	0.0940	0.500	-	-	-
Arsenic	ND	0.100	0.500	-	-	-
Barium	ND	0.700	5.00	-	-	-
Beryllium	ND	0.0630	0.500	-	-	-
Cadmium	ND	0.0630	0.500	-	-	-
Chromium	ND	0.110	0.500	-	-	-
Cobalt	ND	0.0610	0.500	-	-	-
Copper	ND	0.150	0.500	-	-	-
Lead	ND	0.110	0.500	-	-	-
Mercury	ND	0.0410	0.0500	-	-	-
Molybdenum	ND	0.110	0.500	-	-	-
Nickel	ND	0.160	0.500	-	-	-
Selenium	ND	0.160	0.500	-	-	-
Silver	ND	0.0620	0.500	-	-	-
Thallium	ND	0.0690	0.500	-	-	-
Vanadium	ND	0.0920	0.500	-	-	-
Zinc	ND	1.80	5.00	-	-	-
Surrogate Recovery						
Terbium	541			500	108	70-130

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/30/2026	**BatchID:**	334698
Date Analyzed:	01/30/2026	**Extraction Method:**	SW3050 B
Instrument:	ICP-MS5	**Analytical Method:**	SW6020 B
Matrix:	Soil	**Unit:**	mg/kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334698

QC Summary Report for Metals

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Antimony	52.1	50.3	50	104	101	75-125	3.48	20
Arsenic	52.6	50.5	50	105	101	75-125	4.14	20
Barium	517	504	500	103	101	75-125	2.52	20
Beryllium	52.1	51.1	50	104	102	75-125	1.95	20
Cadmium	51.2	50.2	50	102	100	75-125	2.00	20
Chromium	51.7	49.9	50	103	100	75-125	3.54	20
Cobalt	52.4	51.1	50	105	102	75-125	2.43	20
Copper	52.5	51.1	50	105	102	75-125	2.72	20
Lead	53.4	52.4	50	107	105	75-125	1.78	20
Mercury	1.32	1.25	1.25	106	100	75-125	5.53	20
Molybdenum	50.8	48.5	50	102	97	75-125	4.65	20
Nickel	52.7	51.4	50	105	103	75-125	2.52	20
Selenium	53.7	50.2	50	107	101	75-125	6.64	20
Silver	51.3	49.9	50	103	100	75-125	2.78	20
Thallium	53.2	52.1	50	106	104	75-125	2.08	20
Vanadium	51.3	49.7	50	103	99	75-125	3.24	20
Zinc	531	511	500	106	102	75-125	3.77	20
Surrogate Recovery								
Terbium	537	527	500	107	105	70-130	1.81	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334664
Date Analyzed:	01/29/2026 - 01/30/2026	**Extraction Method:**	SW3550 B
Instrument:	GC39A, GC9b	**Analytical Method:**	SW8015 B
Matrix:	Soil	**Unit:**	mg/Kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334664

QC Report for SW8015B w/out SG Clean-Up

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
TPH-Diesel (C10-C23)	ND	1.7	2.0	-	-	-
TPH-Motor Oil (C18-C36)	ND	3.7	10	-	-	-
Surrogate Recovery						
C9	30			25	118	76-153

Reagent-Blank Sample ID: GC39a_012926_1011

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH-Diesel (C10-C23)	48	49	40	121	122	70-130	0.942	20
Surrogate Recovery								
C9	28	29	25	111	118	76-153	6.03	20

Reagent-Blank Sample ID for LCS: GC39a_012926_1011 Reagent-Blank Sample ID for LCSD: GC39a_012926_1011

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	01/29/2026	**BatchID:**	334697
Date Analyzed:	01/30/2026 - 02/02/2026	**Extraction Method:**	SW5030 B
Instrument:	GC3, GC57	**Analytical Method:**	SW8015 B
Matrix:	Soil	**Unit:**	mg/Kg
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-334697

QC Summary Report for 8015B

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
TPH(g) (C6-C12)	ND	0.27	1.0	-	-	-
Surrogate Recovery						
2-Fluorotoluene	0.10			0.1	101	60-140

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
TPH(g) (C6-C12)	1.8	2.2	2	90	109	60-140	19.3	20
Surrogate Recovery								
2-Fluorotoluene	0.11	0.10	0.10	105	102	60-140	3.36	20

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Certified Analyte List

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Analyte	Cert 1	Cert 2	Cert 3	Cert 4	Cert 5	Analytical Method	Matrix
a-BHC	◉	◉	○	○	○	SW8081B/8082A	Soil
a-Chlordane	◉	◉	○	○	○	SW8081B/8082A	Soil
Aldrin	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1016	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1221	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1232	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1242	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1248	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1254	◉	◉	○	○	○	SW8081B/8082A	Soil
Aroclor1260	◉	◉	○	○	○	SW8081B/8082A	Soil
b-BHC	◉	◉	○	○	○	SW8081B/8082A	Soil
Chlordane (Technical)	◉	◉	○	○	○	SW8081B/8082A	Soil
d-BHC	◉	◉	○	○	○	SW8081B/8082A	Soil
Dieldrin	◉	◉	○	○	○	SW8081B/8082A	Soil
Endosulfan I	◉	◉	○	○	○	SW8081B/8082A	Soil
Endosulfan II	◉	◉	○	○	○	SW8081B/8082A	Soil
Endosulfan sulfate	◉	◉	○	○	○	SW8081B/8082A	Soil
Endrin aldehyde	◉	◉	○	○	○	SW8081B/8082A	Soil
Endrin ketone	◉	◉	○	○	○	SW8081B/8082A	Soil
Endrin	◉	◉	○	○	○	SW8081B/8082A	Soil
g-BHC	◉	◉	○	○	○	SW8081B/8082A	Soil
g-Chlordane	○	◉	○	○	○	SW8081B/8082A	Soil
g-Chlordane	○	◉	○	○	○	SW8081B/8082A	Soil
Heptachlor epoxide	◉	◉	○	○	○	SW8081B/8082A	Soil
Heptachlor epoxide	◉	◉	○	○	○	SW8081B/8082A	Soil
Heptachlor	◉	◉	○	○	○	SW8081B/8082A	Soil
Hexachlorobenzene	○	○	○	○	○	SW8081B/8082A	Soil
Hexachlorocyclopentadiene	○	◉	○	○	○	SW8081B/8082A	Soil
Methoxychlor	◉	◉	○	○	○	SW8081B/8082A	Soil
p,p-DDD	◉	◉	○	○	○	SW8081B/8082A	Soil
p,p-DDE	◉	◉	○	○	○	SW8081B/8082A	Soil
p,p-DDE	◉	◉	○	○	○	SW8081B/8082A	Soil
p,p-DDT	◉	◉	○	○	○	SW8081B/8082A	Soil
p,p-DDT	◉	◉	○	○	○	SW8081B/8082A	Soil
PCBs, total	○	○	○	○	○	SW8081B/8082A	Soil
Toxaphene	◉	◉	○	○	○	SW8081B/8082A	Soil
1,1,1,2-Tetrachloroethane	◉	◉	○	○	○	SW8260D	Soil
1,1,1-Trichloroethane	◉	◉	○	○	○	SW8260D	Soil
1,1,2,2-Tetrachloroethane	◉	◉	○	○	○	SW8260D	Soil
1,1,2-Trichloroethane	◉	◉	○	○	○	SW8260D	Soil
1,1-Dichloroethane	◉	◉	○	○	○	SW8260D	Soil
1,1-Dichloroethene	◉	◉	○	○	○	SW8260D	Soil
1,1-Dichloropropene	○	◉	○	○	○	SW8260D	Soil
1,2,3-Trichlorobenzene	○	◉	○	○	○	SW8260D	Soil
1,2,3-Trichloropropane	◉	◉	○	○	○	SW8260D	Soil
1,2,4-Trichlorobenzene	◉	◉	○	○	○	SW8260D	Soil
1,2,4-Trimethylbenzene	○	◉	○	○	○	SW8260D	Soil
1,2-Dibromo-3-chloropropane	◉	◉	○	○	○	SW8260D	Soil
1,2-Dibromoethane (EDB)	◉	◉	○	○	○	SW8260D	Soil

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Certified Analyte List

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Analyte	Cert 1	Cert 2	Cert 3	Cert 4	Cert 5	Analytical Method	Matrix
1,2-Dichlorobenzene	◉	◉	○	○	○	SW8260D	Soil
1,2-Dichloroethane (1,2-DCA)	◉	◉	○	○	○	SW8260D	Soil
1,2-Dichloropropane	◉	◉	○	○	○	SW8260D	Soil
1,3,5-Trimethylbenzene	○	◉	○	○	○	SW8260D	Soil
1,3-Dichlorobenzene	◉	◉	○	○	○	SW8260D	Soil
1,3-Dichloropropane	○	◉	○	○	○	SW8260D	Soil
1,4-Dichlorobenzene	◉	◉	○	○	○	SW8260D	Soil
2,2-Dichloropropane	○	◉	○	○	○	SW8260D	Soil
2-Butanone (MEK)	○	○	○	○	○	SW8260D	Soil
2-Chlorotoluene	○	◉	○	○	○	SW8260D	Soil
2-Hexanone	○	◉	○	○	○	SW8260D	Soil
4-Chlorotoluene	◉	◉	○	○	○	SW8260D	Soil
4-Isopropyl toluene	○	○	○	○	○	SW8260D	Soil
4-Methyl-2-pentanone (MIBK)	◉	◉	○	○	○	SW8260D	Soil
Acetone	○	◉	○	○	○	SW8260D	Soil
Benzene	◉	◉	○	○	○	SW8260D	Soil
Bromobenzene	◉	◉	○	○	○	SW8260D	Soil
Bromochloromethane	◉	◉	○	○	○	SW8260D	Soil
Bromodichloromethane	◉	◉	○	○	○	SW8260D	Soil
Bromoform	◉	◉	○	○	○	SW8260D	Soil
Bromomethane	◉	◉	○	○	○	SW8260D	Soil
Carbon Disulfide	◉	◉	○	○	○	SW8260D	Soil
Carbon Tetrachloride	◉	◉	○	○	○	SW8260D	Soil
Chlorobenzene	◉	◉	○	○	○	SW8260D	Soil
Chloroethane	◉	◉	○	○	○	SW8260D	Soil
Chloroform	◉	◉	○	○	○	SW8260D	Soil
Chloromethane	◉	◉	○	○	○	SW8260D	Soil
cis-1,2-Dichloroethene	◉	◉	○	○	○	SW8260D	Soil
cis-1,3-Dichloropropene	◉	◉	○	○	○	SW8260D	Soil
Dibromochloromethane	◉	◉	○	○	○	SW8260D	Soil
Dibromomethane	◉	◉	○	○	○	SW8260D	Soil
Dichlorodifluoromethane	○	◉	○	○	○	SW8260D	Soil
Diisopropyl ether (DIPE)	◉	○	○	○	○	SW8260D	Soil
Ethyl tert-butyl ether (ETBE)	◉	◉	○	○	○	SW8260D	Soil
Ethylbenzene	◉	◉	○	○	○	SW8260D	Soil
Freon 113	○	○	○	○	○	SW8260D	Soil
Hexachlorobutadiene	◉	◉	○	○	○	SW8260D	Soil
Hexachloroethane	○	◉	○	○	○	SW8260D	Soil
Isopropylbenzene	○	◉	○	○	○	SW8260D	Soil
m,p-Xylene	◉	○	○	○	○	SW8260D	Soil
Methylene chloride	◉	◉	○	○	○	SW8260D	Soil
Methyl-t-butyl ether (MTBE)	◉	◉	○	○	○	SW8260D	Soil
Naphthalene	◉	◉	○	○	○	SW8260D	Soil
n-Butyl benzene	◉	◉	○	○	○	SW8260D	Soil
n-Propyl benzene	◉	◉	○	○	○	SW8260D	Soil
o-Xylene	○	○	○	○	○	SW8260D	Soil
sec-Butyl benzene	◉	◉	○	○	○	SW8260D	Soil
Styrene	◉	◉	○	○	○	SW8260D	Soil
t-Butyl alcohol (TBA)	◉	◉	○	○	○	SW8260D	Soil

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Toll Free Telephone: (877) 252-9262 / Fax: (925) 252-9269
http://www.mccampbell.com / E-mail: main@mccampbell.com

Certified Analyte List

Client: Locus Environmental **WorkOrder:** 2601J28

Project: 29085-22-1048; Upper Berryessa

Analyte	Cert 1	Cert 2	Cert 3	Cert 4	Cert 5	Analytical Method	Matrix
tert-Amyl methyl ether (TAME)	○	◉	○	○	○	SW8260D	Soil
tert-Butyl benzene	◉	◉	○	○	○	SW8260D	Soil
Tetrachloroethene	◉	◉	○	○	○	SW8260D	Soil
Toluene	◉	◉	○	○	○	SW8260D	Soil
trans-1,2-Dichloroethene	◉	◉	○	○	○	SW8260D	Soil
trans-1,3-Dichloropropene	◉	◉	○	○	○	SW8260D	Soil
Trichloroethene	◉	◉	○	○	○	SW8260D	Soil
Trichlorofluoromethane	◉	◉	○	○	○	SW8260D	Soil
Vinyl Chloride	◉	◉	○	○	○	SW8260D	Soil
Xylenes, Total	○	◉	○	○	○	SW8260D	Soil
Antimony	◉	◉	○	○	○	SW6020 B	Soil
Arsenic	◉	◉	○	○	○	SW6020 B	Soil
Barium	◉	◉	○	○	○	SW6020 B	Soil
Beryllium	◉	◉	○	○	○	SW6020 B	Soil
Cadmium	◉	◉	○	○	○	SW6020 B	Soil
Chromium	◉	◉	○	○	○	SW6020 B	Soil
Cobalt	◉	◉	○	○	○	SW6020 B	Soil
Copper	◉	◉	○	○	○	SW6020 B	Soil
Lead	◉	◉	○	○	○	SW6020 B	Soil
Mercury	◉	◉	○	○	○	SW6020 B	Soil
Molybdenum	◉	◉	○	○	○	SW6020 B	Soil
Nickel	◉	◉	○	○	○	SW6020 B	Soil
Selenium	◉	◉	○	○	○	SW6020 B	Soil
Silver	◉	◉	○	○	○	SW6020 B	Soil
Thallium	◉	◉	○	○	○	SW6020 B	Soil
Vanadium	◉	◉	○	○	○	SW6020 B	Soil
Zinc	◉	◉	○	○	○	SW6020 B	Soil
TPH-Diesel (C10-C23)	◉	◉	○	○	○	SW8015 B	Soil
TPH-Motor Oil (C18-C36)	◉	◉	○	○	○	SW8015 B	Soil
TPH(g) (C6-C12)	◉	◉	○	○	○	SW8015 B	Soil

Certifications

Cert 1	CA ELAP 1644
Cert 2	ORELAP (NELAP) 4033

The Certified Analyte Report lists the compounds for which MAI is accredited at the time of issuance. Although MAI holds multiple accreditations, methods with extensive compound lists may not be fully accredited due to state agency availability.

McCampbell Analytical, Inc.
1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 2601J28 **ClientCode: LTMV**

☐ WaterTrax ☐ CLIP ☐ EDF ☐ EQuIS ☑ Dry-Weight ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☑ Detection Summary ☐ Excel

Report to:
Brandon Lin
Locus Environmental
3193 Belick St., Unit 1,
Santa Clara, CA 95054
408-912-6580 FAX: 650-960-0739
Email: linb@locusenv.com
cc/3rd Party: tuana@locusenv.com;
PO:
Project: 29085-22-1048; Upper Berryessa

Bill to:
Dan Ducasse
Locus Environmental
3193 Belick St., Unit 1,
Santa Clara, CA 95054
ducassed@locusenv.com;AP@locusenv

Requested TAT: 5 days;

Date Received: 01/29/2026
Date Logged: 01/29/2026

Lab ID	ClientSampID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2601J28-001	Scott-2-18	Soil	1/26/2026 09:40	☐	A		A	A	A							
2601J28-002	Scott-1-18	Soil	1/26/2026 09:50	☐	A		A	A	A							
2601J28-003	Calera-1-18	Soil	1/26/2026 10:20	☐	A		A	A	A							
2601J28-004	Arroyo-2-18	Soil	1/26/2026 10:40	☐	A		A	A	A							
2601J28-005	Upper Berry-1-18	Soil	1/26/2026 11:10	☐	A		A	A	A							
2601J28-006	Piedmont-1-18	Soil	1/26/2026 11:30	☐	A	A	A	A	A	A	A					
2601J28-007	Arroyo-1-18	Soil	1/26/2026 11:50	☐	A		A	A	A							
2601J28-008	Lower Berry-2-18	Soil	1/26/2026 12:10	☐	A		A	A	A							
2601J28-009	Lower Berry-1A-18	Soil	1/26/2026 13:00	☐	A		A	A	A							
2601J28-010	Lower Berry-1B-18	Soil	1/26/2026 13:15	☐	A		A	A	A							
2601J28-011	Calera-3-18	Soil	1/26/2026 13:40	☐	A		A	A	A							
2601J28-012	Calera-2-18	Soil	1/26/2026 14:05	☐	A		A	A	A							
2601J28-013	Thompson-4-18	Soil	1/27/2026 09:30	☐	A		A	A	A							
2601J28-014	Thompson-3-18	Soil	1/27/2026 09:55	☐	A		A	A	A							
2601J28-015	Thompson-2-18	Soil	1/27/2026 10:10	☐	A		A	A	A							

Test Legend:

1	8081PCB_S	2	8260_S	3	CAM17MS_TTLC_S	4	CARB435_400
5	PRDisposal Fee	6	TPH(DMO)_S	7	TPH-Gas_S	8	
9		10		11		12	

Prepared by: Gemma Gomez

The following SampID: 006A contains testgroup Multi Range_S.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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CHAIN-OF-CUSTODY RECORD

WorkOrder: 2601J28 **ClientCode: LTMV**

☐ WaterTrax ☐ CLIP ☐ EDF ☐ EQuIS ☑ Dry-Weight ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☑ Detection Summary ☐ Excel

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Locus Environmental
3193 Belick St., Unit 1,
Santa Clara, CA 95054
408-912-6580 FAX: 650-960-0739

Email: linb@locusenv.com
cc/3rd Party: tuana@locusenv.com;
PO:
Project: 29085-22-1048; Upper Berryessa

Bill to:
Dan Ducasse
Locus Environmental
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Santa Clara, CA 95054
ducassed@locusenv.com;AP@locusenv

Requested TAT: 5 days;

Date Received: 01/29/2026
Date Logged: 01/29/2026

Lab ID	ClientSampID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2601J28-016	Thompson-1-18	Soil	1/27/2026 10:30	☐	A		A	A	A							

Test Legend:

1	8081PCB_S	2	8260_S	3	CAM17MS_TTLC_S	4	CARB435_400
5	PRDisposal Fee	6	TPH(DMO)_S	7	TPH-Gas_S	8	
9		10		11		12	

Prepared by: Gemma Gomez

The following SampID: 006A contains testgroup Multi Range_S.

Comments:

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email: linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa
Comments:

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☑ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	Scott-2-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 9:40	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
002A	Scott-1-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 9:50	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
003A	Calera-1-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 10:20	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
004A	Arroyo-2-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 10:40	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- ISM prep requires 5 to 10 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 6 to 11 days from sample submission). Due date listed on WO summary will not accurately reflect the time needed for sample preparation.

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email: linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa
Comments:

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ■ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
004A	Arroyo-2-18	Soil	SW8081 B /8082 A (OC Pesticides+PCBs)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 10:40	5 days	2/5/2026		☐	☐
005A	Upper Berry-1-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 11:10	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
006A	Piedmont-1-18	Soil	Multi-Range TPH Gas, Diesel, and Motor Oil	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 11:30	5 days	2/5/2026		☐	☐
			CARB 435 (Asbestos 400 Point)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8260D (VOCs)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
007A	Arroyo-1-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 11:50	5 days	2/5/2026		☐	☐

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email: linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa
Comments:

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ☑ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
007A	Arroyo-1-18	Soil	SW6020 B (CAM 17)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 11:50	5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
008A	Lower Berry-2-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 12:10	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
009A	Lower Berry-1A-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 13:00	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
010A	Lower Berry-1B-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 13:15	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email: linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa
Comments:

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026

☐ WaterTrax ☐ CLIP ☐ EDF ☐ Excel ■ EQuIS ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag

LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
010A	Lower Berry-1B-18	Soil	SW8081 B /8082 A (OC Pesticides+PCBs)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 13:15	5 days	2/5/2026		☐	☐
011A	Calera-3-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 13:40	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
012A	Calera-2-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/26/2026 14:05	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
013A	Thompson-4-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/27/2026 9:30	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email: linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa
Comments:

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026

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LabID	ClientSampID	Matrix	Test Name	Cont./ Comp.	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
014A	Thompson-3-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/27/2026 9:55	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
015A	Thompson-2-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/27/2026 10:10	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐
016A	Thompson-1-18	Soil	CARB 435 (Asbestos 400 Point)	1	16OZ GJ, Unpres	☐	☐	☑	1/27/2026 10:30	5 days	2/5/2026		☐	☐
			SW6020 B (CAM 17)			☐	☐	☑		5 days	2/5/2026		☐	☐
			SW8081 B /8082 A (OC Pesticides+PCBs)			☐	☐	☑		5 days	2/5/2026		☐	☐

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General COC

MAI Work Order # 2601128

McCAMPBELL ANALYTICAL, INC.

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Telephone: (877) 252-9262 / Fax: (925) 252-9269
www.mccampbell.com main@mccampbell.com

CHAIN OF CUSTODY RECORD

Turn Around Time:	1 Day Rush		2 Day Rush		3 Day Rush		STD	✓	Quote #	262825					
J-Flag / MDL		ESL		Cleanup Approved		Dry Weight		Bottle Order #							
Delivery Format:	PDF	✓	GeoTracker EDF		EDD	✓	Write On (DW)		Detect Summary	✓					

Report To:	Brandon Lin	Bill To:	AP@locusenv.com
Company:	Locus Environmental		
Email:	linb@locusenv.com, tuana@locusenv.com		
Alt Email:		Tele:	408-912-6580
Project Name:	Upper Berryessa	Project #:	24085-22-1048
Project Location:	San Jose	PO #	
Sampler Signature:			

SAMPLE ID Location / Field Point	Sampling Date	Sampling Time	#Containers	Matrix	Preservative	CAM17 Metals	Pesticides + PCBs	TPH Gas, Diesel, Motor Oil	VOCs	Asbestos
Scott-2-18	1/26/26	940	1	Soil	none					
Scott-1-18		950								
Calera-1-18		1020								
Arroyo-2-18		1040								
Upper Berry-1-18		110								
Piedmont-1-18		1130						✓	✓	
Arroyo-1-18		1150								
Lower Berry-2-18		1210								
Lower Berry-1A-18		1300								
Lower Berry-1B-18		1315								

Analysis Requested

MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8.

Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD a LCS/LCSD will be prepared in its place and noted in the report.

Comments / Instructions

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
LOCUS ENV	1/29/26	1310		1/29/26	1310
	1/29/26	1620		1/29/26	16:12

Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil, SL=Sludge, A=Air, WP=Wipe, O=Other

Preservative Code: 1=4°C 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=ZnOAc/NaOH 7=None

Temp 0.8 °C Initials

17:49

General COC

MAI Work Order # 2601328

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1534 Willow Pass Rd. Pittsburg, Ca. 94565-1701
Telephone: (877) 252-9262 / Fax: (925) 252-9269
www.mccampbell.com main@mccampbell.com

CHAIN OF CUSTODY RECORD

Turn Around Time:	1 Day Rush		2 Day Rush		3 Day Rush		STD		Quote #				
J-Flag / MDL		ESL		Cleanup Approved		Dry Weight		Bottle Order #					
Delivery Format:	PDF		GeoTracker EDF		EDD		Write On (DW)		Detect Summary				

Report To: Bill To:
Company:
Email:
Alt Email: Tele:
Project Name: Project #:
Project Location: PO #
Sampler Signature:

SAMPLE ID Location / Field Point	Sampling Date	Sampling Time	#Containers	Matrix	Preservative	Analysis Requested: CAM17 Metals	Pesticides + PCBs	Asbestos
Calera-3-18	1/26/26	1340	1	Soil	none			
Calera-2-18	"	1405	"	"	"			
Thompson-4-18	1/27/26	930	"	"	"			
Thompson-3-18	"	955	"	"	"			
Thompson-2-18	"	1010	"	"	"			
Thompson-1-18	"	1030	"	"	"			

MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8.

Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD a LCS/LCSD will be prepared in its place and noted in the report.

Comments / Instructions

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
[signature] CSU ENV	1/29/26	1310	L Magana	1/29/26	1310
L MOORE	1/29/26	1620	[signature]	1/29/26	16:20

Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil, SL=Sludge, A=Air, WP=Wipe, O=Other

Preservative Code: 1=4°C 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=ZnOAc/NaOH 7=None

Temp _____ °C Initials _____

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Sample Receipt Checklist

Client Name:	**Locus Environmental**	Date and Time Received:	**1/29/2026 16:20**
Project:	**29085-22-1048; Upper Berryessa**	Date Logged:	**1/29/2026**
		Received by:	Gemma Gomez
WorkOrder №:	**2601J28** Matrix: Soil	Logged by:	Gemma Gomez
Carrier:	Laurie Moore (MAI Courier)		

Chain of Custody (COC) Information

Chain of custody present?	Yes	☑	No	☐		
Chain of custody signed when relinquished and received?	Yes	☑	No	☐		
Chain of custody agrees with sample labels?	Yes	☑	No	☐		
Sample IDs noted by Client on COC?	Yes	☑	No	☐		
Date and Time of collection noted by Client on COC?	Yes	☑	No	☐		
Sampler's name noted on COC?	Yes	☑	No	☐		
COC agrees with Quote?	Yes	☐	No	☐	NA	☑
COC quote NOT expired?	Yes	☐	No	☐	NA	☑

Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes	☐	No	☐	NA	☑
Custody seals intact on sample bottles?	Yes	☐	No	☐	NA	☑
Shipping container/cooler in good condition?	Yes	☑	No	☐		
Samples in proper containers/bottles?	Yes	☑	No	☐		
Sample containers intact?	Yes	☑	No	☐		
Sufficient sample volume for indicated test?	Yes	☑	No	☐		

Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes	☑	No	☐	NA	☐
Samples Received on Ice?	Yes	☑	No	☐		
	(Ice Type: WET ICE)					
Sample/Temp Blank temperature	Temp: 0.8°C				NA	☐
ZHS conditional analyses: VOA meets zero headspace requirement (VOCs, TPHg/BTEX, RSK)?	Yes	☐	No	☐	NA	☑
Sample labels checked for correct preservation?	Yes	☑	No	☐		
pH acceptable upon receipt (Metal: <2)?	Yes	☐	No	☐	NA	☑

UCMR Samples:

pH tested and acceptable upon receipt (200.7: ≤2; 533: 6 - 8; 537.1: 6 - 8)?	Yes	☐	No	☐	NA	☑
Free Chlorine tested and acceptable upon receipt (<0.1mg/L) [not applicable to 200.7]?	Yes	☐	No	☐	NA	☑

Comments:

McCampbell Analytical, Inc.

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Analytical Report

WorkOrder: 2601J28 A

Report Created for: Locus Environmental

3193 Belick St., Unit 1,
Santa Clara, CA 95054

Project Contact: Brandon Lin
Project P.O.:
Project: 29085-22-1048; Upper Berryessa

Project Location: San Jose
Project Received: 01/29/2026

Analytical Report reviewed & approved for release on 03/02/2026 by:

Jena Alfaro
Project Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current regulatory standards, where applicable, unless otherwise stated.

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Glossary of Terms & Qualifier Definitions

Client: Locus Environmental **WorkOrder:** 2601J28 A

Project: 29085-22-1048; Upper Berryessa

Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
CCV	Continuing Calibration Verification.
CCV REC (%)	% recovery of Continuing Calibration Verification.
CPT	Consumer Product Testing not NELAP Accredited
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
LCS2	Second LCS for the batch. Spike level is lower than that for the first LCS; applicable to method 1633.
LQL	Lowest Quantitation Level
MB	Method Blank
MB IS/SS % Rec	% Recovery of Internal Standard or Surrogate in Method Blank, if applicable
MB SS % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit [1]
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NA	Not Applicable
ND	Not detected at or above the indicated MDL or RL.
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit [2]
RPD	Relative Percent Difference
RRT	Relative Retention Time
RSD	Relative Standard Deviation
SNR	Surrogate is diluted out of the calibration range

[1] MDL is the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results. Definition and Procedure for the Determination of the Method Detection Limit, Revision 2, 40CFR, Part 136, Appendix B, EPA 821-R-16-006, December 2016. Values are based upon our default extraction volume/amount and are subject to change.

[2] RL is the lowest level that can be reliably determined within specified limits of precision and accuracy during routine laboratory operating conditions. (The RL cannot be lower than the lowest calibration standard used in the initial calibration of the instrument and must be greater than the MDL.) Values are based upon our default extraction volume/amount and are subject to change.

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Glossary of Terms & Qualifier Definitions

Client: Locus Environmental **WorkOrder:** 2601J28 A

Project: 29085-22-1048; Upper Berryessa

SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
TNTC	“Too Numerous to Count;” greater than 250 colonies observed on the plate.
TPH-Diesel	Sample results for semi-volatile TPH (diesel, kerosene, oil, etc) were calculated using a background subtraction procedure to correct for instrument baseline rise (column bleed) as described in Sec 7.7.2.2 of EPA 8015 B, C.
TZA	TimeZone Net Adjustment for sample collected outside of MAI's Coordinated Universal Time (UTC). (Adjustment for Daylight Saving is not accounted.)
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

Analytical Qualifiers

H	Sample was analyzed out of hold time
S	Surrogate recovery outside accepted recovery limits.
c2	Surrogate recovery outside of the control limits due to suspected matrix interference.

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28
Project: 29085-22-1048; Upper Berryessa **Addon-Date:** 2/11/2026

Client ID: Scott-2-18 **Lab ID: 2601J28-001A**
Date Collected: 01/26/2026 09:40 **Matrix:** Soil
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.119		0.100	1	mg/L	WET	SW6020 B

Client ID: Scott-1-18 **Lab ID: 2601J28-002A**
Date Collected: 01/26/2026 09:50 **Matrix:** Soil
Date Received: 01/29/2026 16:20

No Detections for Method: SW6020 B.

Client ID: Calera-1-18 **Lab ID: 2601J28-003A**
Date Collected: 01/26/2026 10:20 **Matrix:** Soil
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.134		0.100	1	mg/L	WET	SW6020 B

Client ID: Arroyo-2-18 **Lab ID: 2601J28-004A**
Date Collected: 01/26/2026 10:40 **Matrix:** Soil
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.152		0.100	1	mg/L	WET	SW6020 B

Client ID: Upper Berry-1-18 **Lab ID: 2601J28-005A**
Date Collected: 01/26/2026 11:10 **Matrix:** Soil
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.254		0.100	1	mg/L	WET	SW6020 B

Client ID: Piedmont-1-18 **Lab ID: 2601J28-006A**
Date Collected: 01/26/2026 11:30 **Matrix:** Soil
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.161		0.100	1	mg/L	WET	SW6020 B

Client ID: Arroyo-1-18 **Lab ID: 2601J28-007A**
Date Collected: 01/26/2026 11:50 **Matrix:** Soil
Date Received: 01/29/2026 16:20

No Detections for Method: SW6020 B.

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Detection Summary

Client: Locus Environmental **WorkOrder:** 2601J28
Project: 29085-22-1048; Upper Berryessa **Addon-Date:** 2/11/2026

Client ID: Lower Berry-1A-18 **Lab ID: 2601J28-009A**
Date Collected: 01/26/2026 13:00 **Matrix: Soil**
Date Received: 01/29/2026 16:20
No Detections for Method: SW6020 B.

Client ID: Lower Berry-1B-18 **Lab ID: 2601J28-010A**
Date Collected: 01/26/2026 13:15 **Matrix: Soil**
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.146		0.100	1	mg/L	WET	SW6020 B

Client ID: Calera-3-18 **Lab ID: 2601J28-011A**
Date Collected: 01/26/2026 13:40 **Matrix: Soil**
Date Received: 01/29/2026 16:20
No Detections for Method: SW6020 B.

Client ID: Calera-2-18 **Lab ID: 2601J28-012A**
Date Collected: 01/26/2026 14:05 **Matrix: Soil**
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
p,p-DDE	0.00063	H	0.000025	1	mg/L	WET	SW8081 B

Client ID: Thompson-4-18 **Lab ID: 2601J28-013A**
Date Collected: 01/27/2026 09:30 **Matrix: Soil**
Date Received: 01/29/2026 16:20
No Detections for Method: SW6020 B.

Client ID: Thompson-3-18 **Lab ID: 2601J28-014A**
Date Collected: 01/27/2026 09:55 **Matrix: Soil**
Date Received: 01/29/2026 16:20
No Detections for Method: SW6020 B.

Client ID: Thompson-2-18 **Lab ID: 2601J28-015A**
Date Collected: 01/27/2026 10:10 **Matrix: Soil**
Date Received: 01/29/2026 16:20

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.105		0.100	1	mg/L	WET	SW6020 B

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Detection Summary

Client: Locus Environmental
Project: 29085-22-1048; Upper Berryessa

WorkOrder: 2601J28
Addon-Date: 2/11/2026

Client ID: **Thompson-1-18**
Lab ID: **2601J28-016A**

Date Collected: **01/27/2026 10:30**
Date Received: **01/29/2026 16:20**
Matrix: **Soil**

Analyte	Result	Qual	RL	DF	Unit	ExtType/ CleanUp	Method
Chromium	0.166		0.100	1	mg/L	WET	SW6020 B

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22/SW3510C
Date Prepared:	02/27/2026	**Analytical Method:**	SW8081 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Organochlorine Pesticides (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-2-18	**2601J28-012A**	**Soil**	**01/26/2026 14:05**	**GC23 02272646.d**	**336589**

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
p,p-DDE	**0.00063**	H	0.000025	1	02/27/2026 23:06

Surrogates	REC (%)	Qualifiers	Limits	DF	
Decachlorobiphenyl	36	S	70-130	1	02/27/2026 23:06

Analyst(s): CN Analytical Comments: c2

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22
Date Prepared:	02/13/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-2-18	2601J28-001A	Soil	01/26/2026 09:40	ICP-MS5 150SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.119**	0.100	1	02/17/2026 12:58

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Scott-1-18	2601J28-002A	Soil	01/26/2026 09:50	ICP-MS5 151SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 13:01

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-1-18	2601J28-003A	Soil	01/26/2026 10:20	ICP-MS5 152SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.134**	0.100	1	02/17/2026 13:05

Analyst(s): MIG

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22
Date Prepared:	02/13/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-2-18	2601J28-004A	Soil	01/26/2026 10:40	ICP-MS5 153SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.152**	0.100	1	02/17/2026 13:09

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Upper Berry-1-18	2601J28-005A	Soil	01/26/2026 11:10	ICP-MS5 154SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.254**	0.100	1	02/17/2026 13:12

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Piedmont-1-18	2601J28-006A	Soil	01/26/2026 11:30	ICP-MS4 152SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.161**	0.100	1	02/17/2026 13:24

Analyst(s): MIG

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22
Date Prepared:	02/13/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Arroyo-1-18	2601J28-007A	Soil	01/26/2026 11:50	ICP-MS4 155SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 13:36

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1A-18	2601J28-009A	Soil	01/26/2026 13:00	ICP-MS4 160SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 13:57

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	ICP-MS4 161SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.146**	0.100	1	02/17/2026 14:01

Analyst(s): MIG

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22
Date Prepared:	02/13/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Calera-3-18	2601J28-011A	Soil	01/26/2026 13:40	ICP-MS4 162SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 14:05

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-4-18	2601J28-013A	Soil	01/27/2026 09:30	ICP-MS4 163SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 14:09

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-3-18	2601J28-014A	Soil	01/27/2026 09:55	ICP-MS4 164SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/17/2026 14:13

Analyst(s): MIG

(Cont.)

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	CA Title 22
Date Prepared:	02/13/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (STLC)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-2-18	2601J28-015A	Soil	01/27/2026 10:10	ICP-MS4 165SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.105**	0.100	1	02/17/2026 14:17

Analyst(s): MIG

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	ICP-MS4 166SMPL.d	335522

Analytes	Result	RL	DF	Date Analyzed
Chromium	**0.166**	0.100	1	02/17/2026 14:21

Analyst(s): MIG

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Analytical Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Received:	01/29/2026 16:20	**Extraction Method:**	SW1311/SW3010
Date Prepared:	02/12/2026	**Analytical Method:**	SW6020 B
Project:	29085-22-1048; Upper Berryessa	**Unit:**	mg/L

Metals (TCLP)

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Lower Berry-1B-18	2601J28-010A	Soil	01/26/2026 13:15	ICP-MS6 264SMPL.d	335516

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/12/2026 19:46

Analyst(s): AL

Client ID	Lab ID	Matrix	Date Collected	Instrument FileID	Batch ID
Thompson-1-18	2601J28-016A	Soil	01/27/2026 10:30	ICP-MS6 265SMPL.d	335516

Analytes	Result	RL	DF	Date Analyzed
Chromium	ND	0.100	1	02/12/2026 19:50

Analyst(s): AL

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	02/27/2026	**BatchID:**	336589
Date Analyzed:	02/27/2026	**Extraction Method:**	CA Title 22/SW3510C
Instrument:	GC23	**Analytical Method:**	SW8081 B
Matrix:	Soil	**Unit:**	mg/L
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-336589

QC Summary Report for SW8081 B (STLC)

Analyte	MB Result	MDL	RL	SPK Val	MB IS/SS %REC	MB IS/SS Limits
Aldrin	ND	0.000025	0.000025	-	-	-
a-BHC	ND	0.000025	0.000025	-	-	-
b-BHC	ND	0.000025	0.000025	-	-	-
d-BHC	ND	0.000025	0.000025	-	-	-
g-BHC	ND	0.000025	0.000025	-	-	-
Chlordane (Technical)	ND	0.00063	0.00063	-	-	-
a-Chlordane	ND	0.000025	0.000025	-	-	-
g-Chlordane	ND	0.000025	0.000025	-	-	-
p,p-DDD	ND	0.000025	0.000025	-	-	-
p,p-DDE	ND	0.000025	0.000025	-	-	-
p,p-DDT	ND	0.000025	0.000025	-	-	-
Dieldrin	ND	0.000025	0.000025	-	-	-
Endosulfan I	ND	0.000025	0.000025	-	-	-
Endosulfan II	ND	0.000025	0.000025	-	-	-
Endosulfan sulfate	ND	0.000025	0.000025	-	-	-
Endrin	ND	0.000025	0.000025	-	-	-
Endrin aldehyde	ND	0.000025	0.000025	-	-	-
Endrin ketone	ND	0.000025	0.000025	-	-	-
Heptachlor	ND	0.000025	0.000025	-	-	-
Heptachlor epoxide	ND	0.000025	0.000025	-	-	-
Hexachlorobenzene	ND	0.00025	0.00025	-	-	-
Hexachlorocyclopentadiene	ND	0.00050	0.00050	-	-	-
Methoxychlor	ND	0.000025	0.000025	-	-	-
Toxaphene	ND	0.0013	0.0013	-	-	-
Surrogate Recovery						
Decachlorobiphenyl	0.0010			0.00125	81	70-130

(Cont.)

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	02/27/2026	**BatchID:**	336589
Date Analyzed:	02/27/2026	**Extraction Method:**	CA Title 22/SW3510C
Instrument:	GC23	**Analytical Method:**	SW8081 B
Matrix:	Soil	**Unit:**	mg/L
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-336589

QC Summary Report for SW8081 B (STLC)

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aldrin	0.0010	0.0010	0.0012	80	80	70-130	0.605	20
a-BHC	0.0014	0.0014	0.0012	110	110	70-130	0.614	20
b-BHC	0.0013	0.0013	0.0012	101	102	70-130	1.65	20
d-BHC	0.0014	0.0015	0.0012	115	117	70-130	1.90	20
g-BHC	0.0015	0.0015	0.0012	118	122	70-130	3.28	20
a-Chlordane	0.0015	0.0015	0.0012	122	124	70-130	1.68	20
g-Chlordane	0.0015	0.0015	0.0012	121	123	70-130	1.74	20
p,p-DDD	0.0015	0.0016	0.0012	123	127	70-130	2.58	20
p,p-DDE	0.0014	0.0014	0.0012	112	114	70-130	2.10	20
p,p-DDT	0.0013	0.0014	0.0012	108	112	70-130	3.85	20
Dieldrin	0.0015	0.0016	0.0012	123	126	70-130	1.77	20
Endosulfan I	0.0014	0.0015	0.0012	115	117	70-130	1.52	20
Endosulfan II	0.0015	0.0015	0.0012	120	123	70-130	2.48	20
Endosulfan sulfate	0.0012	0.0013	0.0012	95	103	70-130	8.26	20
Endrin	0.0014	0.0014	0.0012	112	114	70-130	2.02	20
Endrin aldehyde	0.0014	0.0015	0.0012	114	117	70-130	2.47	20
Endrin ketone	0.0013	0.0014	0.0012	105	108	70-130	3.34	20
Heptachlor	0.0015	0.0015	0.0012	118	120	70-130	1.75	20
Heptachlor epoxide	0.0014	0.0014	0.0012	114	116	70-130	1.48	20
Hexachlorobenzene	0.0014	0.0014	0.0012	114	115	70-130	0.311	20
Hexachlorocyclopentadiene	0.0011	0.0012	0.0012	90	97	70-130	7.08	20
Methoxychlor	0.0013	0.0013	0.0012	104	108	70-130	3.99	20
Surrogate Recovery								
Decachlorobiphenyl	0.00098	0.0010	0.0012	79	82	70-130	4.12	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	02/13/2026	**BatchID:**	335522
Date Analyzed:	02/17/2026	**Extraction Method:**	CA Title 22
Instrument:	ICP-MS5	**Analytical Method:**	SW6020 B
Matrix:	Soil	**Unit:**	mg/L
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-335522

QC Summary Report for Metals (STLC)

Analyte	MB Result	MDL	RL			
Chromium	ND	0.100	0.100	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Chromium	9.93	10.2	10	99	101	75-125	2.19	20

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Quality Control Report

Client:	Locus Environmental	**WorkOrder:**	2601J28
Date Prepared:	02/12/2026	**BatchID:**	335516
Date Analyzed:	02/12/2026	**Extraction Method:**	SW1311/SW3010
Instrument:	ICP-MS6	**Analytical Method:**	SW6020 B
Matrix:	Soil	**Unit:**	mg/L
Project:	29085-22-1048; Upper Berryessa	**Sample ID:**	MB/LCS/LCSD-335516

QC Summary Report for Metals (TCLP)

Analyte	MB Result	MDL	RL			
Chromium	ND	0.100	0.100	-	-	-

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Chromium	9.65	9.76	10	96	98	75-125	1.18	20

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Certified Analyte List

Client: Locus Environmental **WorkOrder:** 2601J28 A

Project: 29085-22-1048; Upper Berryessa

Analyte	Cert 1	Cert 2	Cert 3	Cert 4	Cert 5	Analytical Method	Matrix
p,p-DDE	◉	◉	○	○	○	SW8081 B	Soil
Chromium	◉	◉	○	○	○	SW6020 B	Soil

Certifications

Cert 1	CA ELAP 1644
Cert 2	ORELAP (NELAP) 4033

The Certified Analyte Report lists the compounds for which MAI is accredited at the time of issuance. Although MAI holds multiple accreditations, methods with extensive compound lists may not be fully accredited due to state agency availability.

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CHAIN-OF-CUSTODY RECORD

WorkOrder: 2601J28 A **ClientCode: LTMV** **QuoteID: 262825**

☐ WaterTrax ☐ CLIP ☐ EDF ☑ EQuIS ☐ Dry-Weight ☐ Email ☐ HardCopy ☐ ThirdParty ☐ J-flag
☑ Detection Summary ☐ Excel

Report to:
Brandon Lin
Locus Environmental
3193 Belick St., Unit 1,
Santa Clara, CA 95054
408-912-6580 FAX: 650-960-0739

Email: linb@locusenv.com
cc/3rd Party: tuana@locusenv.com;
PO:
Project: 29085-22-1048; Upper Berryessa

Bill to:
Dan Ducasse
Locus Environmental
3193 Belick St., Unit 1,
Santa Clara, CA 95054
ducassed@locusenv.com;AP@locusenv

Requested TAT: 5 days;

Date Received: 01/29/2026
Date Logged: 01/29/2026
Date Add-On: 02/11/2026

Lab ID	ClientSampID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
2601J28-001	Scott-2-18	Soil	1/26/2026 09:40	☐		A										
2601J28-002	Scott-1-18	Soil	1/26/2026 09:50	☐		A										
2601J28-003	Calera-1-18	Soil	1/26/2026 10:20	☐		A										
2601J28-004	Arroyo-2-18	Soil	1/26/2026 10:40	☐		A										
2601J28-005	Upper Berry-1-18	Soil	1/26/2026 11:10	☐		A										
2601J28-006	Piedmont-1-18	Soil	1/26/2026 11:30	☐		A										
2601J28-007	Arroyo-1-18	Soil	1/26/2026 11:50	☐		A										
2601J28-009	Lower Berry-1A-18	Soil	1/26/2026 13:00	☐		A										
2601J28-010	Lower Berry-1B-18	Soil	1/26/2026 13:15	☐		A	A									
2601J28-011	Calera-3-18	Soil	1/26/2026 13:40	☐		A										
2601J28-012	Calera-2-18	Soil	1/26/2026 14:05	☐	A											
2601J28-013	Thompson-4-18	Soil	1/27/2026 09:30	☐		A										
2601J28-014	Thompson-3-18	Soil	1/27/2026 09:55	☐		A										
2601J28-015	Thompson-2-18	Soil	1/27/2026 10:10	☐		A										
2601J28-016	Thompson-1-18	Soil	1/27/2026 10:30	☐		A	A									

Test Legend:

1	8081_STLC_S	2	METALSMS_STLC_S	3	METALSMS_TCLP_S	4	
5		6		7		8	
9		10		11		12	

Project Manager: Ana Venegas

Prepared by: Gemma Gomez

Add-On Prepared By: Valerie Alfaro

Comments: Added STLC Cr to all samples EXECPT 008,012, TCLP Cr to samples 010,016 & STLC 8081 to sample 012 2/11/2026 STAT.

NOTE: Soil samples are discarded 60 days after receipt unless other arrangements are made (Water samples are 30 days).
Hazardous samples will be returned to client or disposed of at client expense.

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa

Comments: Added STLC Cr to all samples EXECPT 008,012, TCLP Cr to samples 010,016 & STLC 8081 to sample 012 2/11/2026 STAT.

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026
Date Add-On: 2/11/2026

LabID	ClientSampID	Matrix	Test Name	Cont. /Comp	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
001A	Scott-2-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 9:40	5 days*	2/23/2026		☐	☐
002A	Scott-1-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 9:50	5 days*	2/23/2026		☐	☐
003A	Calera-1-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 10:20	5 days*	2/23/2026		☐	☐
004A	Arroyo-2-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 10:40	5 days*	2/23/2026		☐	☐
005A	Upper Berry-1-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 11:10	5 days*	2/23/2026		☐	☐
006A	Piedmont-1-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 11:30	5 days*	2/23/2026		☐	☐
007A	Arroyo-1-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 11:50	5 days*	2/23/2026		☐	☐
009A	Lower Berry-1A-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 13:00	5 days*	2/23/2026		☐	☐
010A	Lower Berry-1B-18	Soil	SW6020 B (Metals) (TCLP) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 13:15	5 days*	2/23/2026		☐	☐
			SW6020 (Metals) (STLC) <Chromium>			☐	☐	☐		5 days*	2/23/2026		☐	☐
011A	Calera-3-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 13:40	5 days*	2/23/2026		☐	☐
012A	Calera-2-18	Soil	SW8081 B (OC Pesticides) (STLC) <p,p-DDE_1>	1	16OZ GJ, Unpres	☐	☐	☐	1/26/2026 14:05	5 days*	2/23/2026		☐	☐
013A	Thompson-4-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/27/2026 9:30	5 days*	2/23/2026		☐	☐

NOTES: * STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- ISM prep requires 5 to 10 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 6 to 11 days from sample submission). Due date listed on WO summary will not accurately reflect the time needed for sample preparation.

- Organic extracts are held for 40 days before disposal; Inorganic extract are held for 30 days.

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.**

Cont. / Comp. = Containers /Composites

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WORK ORDER SUMMARY

Client Name: LOCUS ENVIRONMENTAL
Client Contact: Brandon Lin
Contact's Email linb@locusenv.com

Project: 29085-22-1048; Upper Berryessa

Comments: Added STLC Cr to all samples EXECPT 008,012, TCLP Cr to samples 010,016 & STLC 8081 to sample 012 2/11/2026 STAT.

Work Order: 2601J28
QC Level: LEVEL 2
Date Logged: 1/29/2026
Date Add-On: 2/11/2026

LabID	ClientSampID	Matrix	Test Name	Cont. /Comp	Bottle & Preservative	U**	Head Space	Dry-Weight	Collection Date & Time	TAT	Test Due Date	Sediment Content	Hold	Sub Out
014A	Thompson-3-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/27/2026 9:55	5 days*	2/23/2026		☐	☐
015A	Thompson-2-18	Soil	SW6020 (Metals) (STLC) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/27/2026 10:10	5 days*	2/23/2026		☐	☐
016A	Thompson-1-18	Soil	SW6020 B (Metals) (TCLP) <Chromium>	1	16OZ GJ, Unpres	☐	☐	☐	1/27/2026 10:30	5 days*	2/23/2026		☐	☐
			SW6020 (Metals) (STLC) <Chromium>			☐	☐	☐		5 days*	2/23/2026		☐	☐

NOTES: *** STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).**

- ISM prep requires 5 to 10 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 6 to 11 days from sample submission). Due date listed on WO summary will not accurately reflect the time needed for sample preparation.

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- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.

U = An unpreserved container was received for a method that suggests a preservation in order to extend hold time for analysis.**

Cont. / Comp. = Containers /Composites

General COC

MAI Work Order # 26011128

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1534 Willow Pass Rd. Pittsburg, Ca. 94565-1701
Telephone: (877) 252-9262 / Fax: (925) 252-9269
www.mccampbell.com main@mccampbell.com

CHAIN OF CUSTODY RECORD

Turn Around Time:	1 Day Rush		2 Day Rush		3 Day Rush		STD	✓	Quote #	262825					
J-Flag / MDL		ESL		Cleanup Approved		Dry Weight		Bottle Order #							
Delivery Format:	PDF	✓	GeoTracker EDF		EDD	✓	Write On (DW)		Detect Summary	✓					

Report To:	Brandon Lin	Bill To:	AP@locusenv.com
Company:	Locus Environmental		
Email:	linb@locusenv.com, tuana@locusenv.com		
Alt Email:		Tele:	408-912-6580
Project Name:	Upper Berryessa	Project #:	24085-22-1048
Project Location:	San Jose	PO #	
Sampler Signature:			

SAMPLE ID Location / Field Point	Sampling Date	Sampling Time	#Containers	Matrix	Preservative	Analysis Requested: CAM17 Metals	Pesticides + PCBs	TPH Gas, Diesel, Motor Oil	VOCs	Asbestos	STLC Cr	TCLP Cr
Scott-2-18	1/24/26	940	1	Soil	none						X	
Scott-1-18		950									X	
Calera-1-18		1020									X	
Arroyo-2-18		1040									X	
Upper Berry-1-18		110									X	
Piedmont-1-18		1130						✓	✓		X	
Arroyo-1-18		1150									X	
Lower Berry-2-18		1210										
Lower Berry-1A-18		1300									X	
Lower Berry-2B-18		1315									X	X

MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8.

Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD a LCS/LCSD will be prepared in its place and noted in the report.

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
LOCUS ENV	1/29/26	1310		1/29/26	1310
	1/29/26	1620		1/29/26	16:12

Comments / Instructions: Added 2/11/26 STAT.

Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil, SL=Sludge, A=Air, WP=Wipe, O=Other

Preservative Code: 1=4°C 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=ZnOAc/NaOH 7=None

Temp 0.8 °C Initials 1P:49

General COC

MAI Work Order # 2601328

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1534 Willow Pass Rd. Pittsburg, Ca. 94565-1701
Telephone: (877) 252-9262 / Fax: (925) 252-9269
www.mccampbell.com main@mccampbell.com

CHAIN OF CUSTODY RECORD

Turn Around Time:	1 Day Rush		2 Day Rush		3 Day Rush		STD		Quote #						
J-Flag / MDL		ESL		Cleanup Approved		Dry Weight		Bottle Order #							
Delivery Format:	PDF		GeoTracker EDF		EDD		Write On (DW)		Detect Summary						

Report To:	Bill To:
Company:	
Email:	
Alt Email:	Tele:
Project Name:	Project #:
Project Location:	PO #
Sampler Signature:	

SAMPLE ID Location / Field Point	Sampling Date	Sampling Time	#Containers	Matrix	Preservative	Analysis Requested: CAM17 Metals	Pesticides + PCBs	Asbestos	STLC Cr	8081 STLC 4,4'-DDE	TCLP Cr
Calera-3-18	1/26/26	1340	1	Soil	none	1	1	1	X		
Calera-2-18	1	1405	1	1	1	1	1	1	X	X	
Thompson-4-18	1/27/26	930	1	1	1	1	1	1	X		
Thompson-3-18	1	955	1	1	1	1	1	1	X		
Thompson-2-18	1	1010	1	1	1	1	1	1	X		
Thompson-1-18	1	1030	1	1	1	1	1	1	X		X

MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate $250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8.

Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD a LCS/LCSD will be prepared in its place and noted in the report.

Comments / Instructions

Relinquished By / Company Name	Date	Time	Received By / Company Name	Date	Time
[signature] CosEnv	1/29/26	1310	[signature]	1/29/26	1310
UMOOP	1/29/26	1620	[signature]	1/29/26	16:20

Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil, SL=Sludge, A=Air, WP=Wipe, O=Other

Preservative Code: 1=4°C 2=HCl 3=H_2SO_4 4=HNO_3 5=NaOH 6=ZnOAc/NaOH 7=None

Temp _____ °C Initials _____

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APPENDIX G

BMP FOR PATHOGEN CONTROL

1. Control and Oversight of Pesticide Use (Valley Water)
2. Pesticide Products Approved for District Use (Valley Water)
3. General Construction - BMP for Pathogen Control
4. BMP: Draft Plant Pathogen Control for Planting at Field Sites

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1. PURPOSE AND SCOPE

This defines District policies and procedures for pesticide approval, purchasing, acquisition, handling, use, storage, transportation, disposal, and reporting in a manner consistent with all Districts' permits, the California Environmental Quality Act (CEQA), and the California Department of Pesticide Regulation. These policies and procedures do not replace the need for regulatory permits and only apply to District work activities once these permits are in place.

These policies and procedures apply to all District-owned or operated facilities and staff, contractors, permittees, and suppliers. The District goal is to minimize the environmental risk and exposure resulting from its pesticide use by employing Best Management Practices (BMPs) and alternatives to their use to the maximum extent practicable and to facilitate the safe use of pesticide by qualified staff and contractors.

2. POLICY

1. Only pesticides included on W751D01 Pesticides Products Approved for District Use (Product List) are allowed to be used, in the appropriate categories for product application on District facilities.

   1.1. District staff is prohibited from purchasing over the counter pesticides.

   1.2. The product lists will be updated, as needed, by the Pesticide Review Team to ensure compliance with these practices.

   1.3. All pesticide products not on the approved list that are desired to be used on District facilities (by employees, contractors, or permittees) will need first to be reviewed and approved by the Pesticide Review Team (PRT) prior to their use in accordance with Section 8 of this document and be verified as being in accordance with any relevant regulatory agency review.

2. **State-certified Qualified Applicator** (see definition in Section 4) with the appropriate current certification categories must be onsite for entire application of all pesticides.

3. Products listed on the State Department of Pesticide Regulation (DPR) "A" list of known groundwater contaminants will not be used. Detailed information on DPR regulations can be found on their web site at http://www.cdpr.ca.gov/docs/legbills/calcode/040101.htm#a6800

   Only Category III and IV pesticides will be used for projects.

4. To minimize the use of pesticides in the work place, pesticides derived from non-toxic natural ingredients should be used as repellants when appropriate.

5. Insecticides are used after other methods, such as prevention or natural nontoxic control methods, have been shown to be ineffective in similar situations. Where use is needed, the product with the lowest toxicity is used in accordance with the manufacturer's label.

6. Herbicides are used only when alternatives use such as mowing, hand removal or grazing have been shown to be ineffective or inefficient to meet the needs and requirements of this program.

   6.1. No herbicide shall be used by District staff without a written recommendation from a Pest Control Advisor in accordance with State Department of Pesticide Regulation (DPR) www.cdpr.ca.gov

7. Pesticides containing the following are prohibited without exception:

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7.1. Copper based products on or around any body of water.
7.2. Organophosphate or Carbamate products.

3. REFERENCE DOCUMENTS

External Reference Documents

REFERENCE DOCUMENT	DOCUMENT LOCATION(S)
State Department of Pesticide Regulation (DPR)	www.cdpr.ca.gov http://www.cdpr.ca.gov/docs/dept/quicklinks/compliance/lawsregs.htm
State Department of Pesticide Regulation (DPR) - pesticides that are known to cause groundwater contamination	http://www.cdpr.ca.gov/docs/legbills/calcode/040101.htm#a6800
State Department of Pesticide Regulation (DPR) - Keeping Pesticides Out Of Floodwaters – Container Labeling	http://www.cdpr.ca.gov/docs/pressrls/1998/980213.htm
California Environmental Quality Act (CEQA)	http://resources.ca.gov/ceqa/
California Food and Agricultural Code for Non-Production Agricultural Use	http://www.cdfa.ca.gov/phpps/LBAMeir/CH%207_Public%20Svcs%20&%20Haz%20Resp.pdf
State Department of Fish and Game Code relative to stream alterations	http://www.dfg.ca.gov/habcon/1600/
Environmental Protection Agency regulations	http://www.epa.gov/pesticides/regulating/laws.htm http://www.epa.gov/pesticides/regulating/containers.htm
Spill Cleanup on The Pesticide Environmental Stewardship (PES) website supported by Center for Integrated Pest Management	http://pesticidestewardship.org/spill/Pages/SpillCleanup.aspx

Internal Reference Documents

REFERENCE DOCUMENT	DOCUMENT LOCATION(S)
Q520D01 Environmental Management System Environmental Planning	District QEMS
Q741D03 Procurement of General Services	District QEMS
Q830D01 HAZMAT Emergency Response Procedures	District QEMS
W751M01 Best Management Practices (BMP) Handbook	District QEMS
W640D07 Contractor Safety Program	District QEMS
W640D36 Chemical Purchasing	District QEMS
W640D23 Personal Protective Equipment	District QEMS
W751D01 Pesticides Products Approved for District Use	District QEMS
F751D01 Pest Control Recommendation & Spray Operators Report	District QEMS
WQ75101 Field Operations Work Order Process	District QEMS - Watersheds
WQ75103 Review of Community Projects	District QEMS - Watersheds
Pesticide Safety Training Record	Process Owner Files

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REFERENCE DOCUMENT	DOCUMENT LOCATION(S)
SMP BMPs (Modified by Permit Conditions)	
National Pollutant Discharge Elimination System (NPDES) permit requirements	
Countywide Urban Runoff permit requirements	

4. DEFINITIONS

Integrated Pest Management – Integrated pest management (IPM), is a process that is used at the Santa Clara Valley Water District (District) to solve pest problems through a combination of techniques such as biological control, cultural controls, mechanical and physical controls, and chemical control while minimizing risks to people and the environment. IPM is practiced at the District to manage a variety of pests such as algae, weeds insects and rodents.

Permitting – The process to acquire regulatory permits from state and federal agencies that have legal jurisdiction with the application of pesticides. Permitting and receiving permits allows the District to legally apply pesticides per the directives in the permits. An environmental planner needs to be engaged to discuss the potential permitting issues.

Pest Control Advisor (PCA) – As defined by the State of California, the Pest Control Advisor is an individual who meets the minimum educational requirements to qualify for examination and who passes the State examination in the categories relative to the area of pesticide work for which they will be making written recommendations for pesticide use. Categories relative to this policy include: Insects, Mites and Other Invertebrates, Vertebrate Pests and Weeds. The licensed Pest Control Advisor is the authority making written recommendations for pesticide use.

Pest Control Operator (PCO) – The Pest Control Operator possesses a valid Qualified Applicator License from the State of California, supervises the pesticide application (restricted use and/or general use) made by a licensed pest control business, and is responsible for the safe and legal operation of that business relative to pesticide use.

Pesticide – A product formulated specifically for the purpose of controlling pests. The generic term "pesticide" refers to a broad spectrum of products, including herbicides, insecticides, algaecide, rodenticides, etc. The following pesticides are used by the District:

- **Algaecide** – Algae control in percolation ponds.
-
- **Herbicides** – Control of weeds and undesirable vegetation to minimize fire hazards, control invasive species, maintains flow conveyance of waterways, maintain access to District facilities and complies with State and Federal requirements.
- **Insecticides** – Control of insects in and around District buildings or worksites, or in the case of a serious pest outbreak.

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Pesticide Review Team (PRT) –is a committee consisting of the following functional roles: District PCA, Environmental Health & Safety Specialist, Stream Maintenance Program Biologist, Senior Chemist, and Facilities Maintenance Administrator.

Product Lists – W751D01 Pesticides Products Approved for District Use approved by Pesticide Review Team.

Qualified Applicator – As defined by the State of California is an individual who has passed the State examination for application of various pesticide products and is certified to do so. A Qualified Applicator must be certified in the appropriate certification categories to perform the pesticide application. Categories relative to this policy include: Landscape Maintenance, Right of Way, Aquatic, and Residential, Industrial and Institutional.

Toxicity – The Environmental Protection Agency and the State Department of Pesticide Regulation define pesticides in the following categories:

- **Category I** – highest pesticide toxicity, or poses specific health hazards such as a severe eye hazard.
  - Signal Word(s) - ***Danger/Poison; Skull & Crossbones***
- **Category II** – Moderate toxicity pesticides 1-10 times less toxic than Category I.
  - Signal word ***- Warning***
- **Categories III and IV** – least toxic, 1-10 times less toxic than Category II, and Category IV is considered practically non-toxic.
  - Signal word – **Caution**

Toxicity – OSHA's Hazard Communication Standard has created global benchmarks to facilitate consistency in designation of hazards in pesticides and across manufacturers and countries. Pesticides remain under the jurisdiction of the EPA.

- More severe health hazard
  - Signal Word(s) - ***Danger; Torso - carcinogen; Skull & Crossbones – Fatal or toxic***
- Less severe health hazard
  - Signal Word(s) – ***Warning; Harmful - respiratory, skin, eye irritant, narcotic effect; Exclamation mark***

5. ROLES AND RESPONSIBILITIES

District's Pest Control Adviser (PCA): Is responsible for coordinating, reviewing, tracking, documenting and reporting pest control practices at the District. Additionally, the PCA provides updates on policy changes and modifications to all District staff. The PCA works with the Watersheds Environmental Health and Safety Specialist on the aspects of employee training. This role is filled by the Integrated Vegetation Manager and the Vegetation Program Specialist II's in the Vegetation Field Operations Unit.

Pesticide Policy Process Owner: Is responsible for resolving any issues with related pesticide use that could not be resolved by working with the PRT and Management. This role is filled by the Integrated Vegetation Manager.

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Pesticide Review Team (PRT): The purpose of this operational team is to oversee compliance to the pesticide program. The team will also be responsible for meeting on an as needed basis to determine the following:

- Evaluating the District's pesticide use.
- Revision, as needed, of the Pesticides Products Approved for District Use list.
- Responding to issues relative to the use of pesticides.
- Recommending changes to the pesticide program including training and procedures.
- Reviewing, evaluating, and approving the use of new products including those to be used by contractors and permittees. These approvals do not override the legal requirements for CEQA compliance.
- Researching alternatives to pesticides using staff and consultant services.

Unit Manager of Units with Oversight of the Use of Pesticides - these units include, but are not limited to: Vegetation Field Operations Unit and Facilities Management Unit.

- Provide training on pesticide use, SDS labeling, and BMPs relating to pesticide use.
- Maintaining original training records in accordance with District Record Retention Policy.

Unit Manager with Oversight of Pesticide Contractors – these units include: Vegetation Field Operations Unit, and Facilities Management Unit are responsible for

- Ensuring that any contracts involving pesticides comply with this document and contain all project specific requests, restrictions, and BMPs for limitation on pesticide use prior to signing contract.
- Ensuring that any contractors using pesticides have immediate oversight by a State-Certified Qualified Applicator.
- Oversight of the pesticide contractor from the time the contract is in effect to the end of the contract service.
- Training contractors on District BMPs, District Environmental Management System including Policy and aspects, Pesticide Policies (this document), and W751D01 Pesticide Products Approved for District Use.
- Acquiring the appropriate approvals, permits, any environmental reviews, biological surveys, and clearances before beginning work.
- Providing a report after the use of pesticides back to the Integrated Vegetation Manager with the exact names of pesticides applied and the amounts used.

Qualified Applicator* – Is responsible for:

- Being certified by the State of California with the appropriate certification categories (see definition, section 4).
- Annual training of District BMPs, Pesticide Policies (this document), and W751D01 Pesticide Products Approved for District Use.
- Must be onsite for entire application "immediate oversight" of all pesticide use.
- Responsible for the storage, handling, transportation, labeling, disposal, and clean-up of spills per State Department of Pesticide Regulation, District standards, and Hazardous Materials regulations.
- Posting on the project site and notifying the appropriate parties of the pesticide use.
- Completing a Spray Operators Report (F751D01) or equivalent on Maximo work order daily for each pesticide application and then submitting to the appropriate review body by the applicable due dates.

*The following classifications in Unit 295 are required to be Qualified Applicators:

- Maintenance Worker Series (MW I, II, III, Senior)
- Field Construction Supervisors
- Vegetation Program Specialists I, II
- Integrated Vegetation Manager

Integrated Vegetation Manager:

- Is the Pesticide Policy Process Owner.
- Is responsible for resolving any issues with related pesticide use that could not be resolved by working with the PRT and Management.
- Is responsible for monthly reporting to the Agricultural Commissioner.

6. REQUIREMENTS

6.1 ISO Requirements

- **ISO 9001 Quality Management System Requirements**
  - 7.5.1 Control of Production and Service Provision
- **ISO 14001 Environmental Management System**
  - 4.4.6 Operational Control

6.2 Other Requirements

- California Environmental Quality Act (CEQA) and other applicable Federal and State Regulations.
- Board Governance Policies and Executive Limitations.
- Best Management Practices of the various environmental documents covering the District's work on streams, water utility facilities, buildings, and grounds.

7. MONITORING AND MEASUREMENT

The Pesticide Review Team will review and report on this process annually.

8. PROCEDURE

ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
(1) Review of Pesticide Use (Pesticide Review Team)	• The Team will meet as-needed to: o Evaluate the District's pesticide use. o Revise, as needed, the W751D01 Pesticide Products Approved for District Use list. o Respond to requests to add pesticides to W751D01 Pesticide Products Approved for District Use list. o Respond to issues relative to the use of pesticides. o Recommend changes to the pesticide program including training and procedures. o Review, evaluate, and approve the use of new products including those to be used by contractors and permittees. o Research alternatives to pesticides.	W751D01 Pesticide Products Approved for District Use

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ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	• W751D01 Pesticide Products Approved for District Use will be released in accordance with Q423D01 District Document Control Process o Release announcement will be sent to all District Staff.	
(2) Purchase of Pesticides (District Staff)	• District Staff is prohibited from purchasing pesticides over the counter, as these are designated for home use only • See W751D01 Pesticide Products Approved for District Use for acquiring pesticides • If a pesticide is not listed on W751D01 Pesticide Products Approved for District Use, a request may be made to the PRT o Send the request through Access Valley Water to PCA. o PCA will review the request and forward to PRT. o Requestor will be notified of decision.	Request using Access Valley Water
(3) Certification Requirements for Using Pesticides (District Staff, Contractors, Permittees)	• All applicable District staff, contractors, and permittees shall provide proof of State Certification performing pesticide applications. • As defined by the State of California, **State-certified Qualified Applicator** is an individual who has passed the State examination for application of various pesticide categories and is certified to do so. Categories relative to this policy include: Landscape Maintenance, Right of Way, Aquatic, and Residential, Industrial and Institutional. • Any pesticide use by District Staff, contractors, or permittees in the course of District business must be done with immediate oversight by a **State-certified Qualified Applicator with the appropriate certification categories**. o Only pesticides listed on W751D01 Pesticide Products Approved for District Use list can be used. •	Contractors and Permittee Proof of State Certification
(4) Pesticide Use with Permits, Agreements, or Licenses (Community Review Projects Unit (CPRU))	• Permits, agreements, and licenses will be issued by CPRU in accordance with WQ75103 Review of Community Projects. CPRU will work with Vegetation Field Operations Unit on any pesticide request. o Any pesticide use by District Staff, contractors, or permittees in the course of District business must be done with immediate oversight by a **State-certified Qualified Applicator with the appropriate certification categories**. • Only pesticides listed on W751D01 Pesticide Products Approved for District Use list can be used.	

ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	• If a pesticide is not listed on W751D01 Pesticide Products Approved for District Use, CPRU can make a request to add the product to the PRT by sending the request to the PCA using Access Valley Water.	
(5) Training Requirements for Using Pesticides (Unit Managers of units who use or oversee the use of Pesticides)	• All Unit Managers of units who use or oversee the use of pesticides will provide trainings on pesticide, SDS labeling, and BMPs for any staff that use or oversee the use of pesticide in the course of their duties. o Optionally, Unit Managers can contract Process Owner for training or alternatives. • The training shall include: o Review of laws and regulations. o Updates on new products. o Pesticide Policies (this document). o W751D01 Pesticide Products Approved for District Use. o Review of proper procedures for use and handling. o Review of W640D23 Personal Protective Equipment. o Review of impacts of pesticides on the environment. o Label/SDS training – Proper reading and use. o Impacts of pesticides on the environment. o Updates on project-specific operating procedures and BMPs. o Process for identifying and responding to potential secondary impacts (carcass discovery). o Proper emergency response procedure for accidental ingesting or spilling of pesticides. • The Unit Manager providing the training is responsible for maintaining the original training records.	Staff Training Records
(6) Contractor Pesticide Use (i.e. landscape, rodent control) (Unit Manager requesting contracting services)	• The selection of contractors who use pesticides in the course of the contract will be in accordance with Q741D03 Procurement of General Services, W640D07 Contractor Safety Program, and this document. • RFP package includes the requirement that only **State-certified Qualified Applicator** with the appropriate current certification categories will provide immediate oversight for application of all pesticides. • Per Q741D03 Procurement of General Services, Procurement will verify the contractor is a **State-certified Qualified Applicator** with the appropriate current certification categories will provide immediate oversight for application of all pesticides to be used within the contract. • Unit Manager requesting the pesticide contracting services is responsible for:	

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ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	○ Oversight of the contract from the time the contract is in effect to the end of the contract service. ○ Training the contractor on: • The District's environmental policy, environmental management system, and the environmental aspects of the activities. • District BMP's. • Pesticide Policies (this document). • W751D01 Pesticide Products Approved for District Use. • Safety training, see W640D07 Contractor Safety Program. ○ Acquiring the appropriate approvals, permits, any environmental reviews, biological surveys, and clearances before beginning work. ○ Providing an after use report with the exact pesticides used and amounts back the Integrated Vegetation Manager within a week of application. This is necessary for tracking District pesticide use.	Contractor Training Records
(7) Processing Pesticide Use Recommendations for Internal Use (Pest Control Adviser (PCA))	• Staff pesticide requests are initiated, entered, and tracked in Maximo in accordance with WQ75101 Field Operations Work Order Process. • The request will be evaluated for: ○ Any questions or issues will be resolved by the Pesticide Review Team. ○ Environmental clearances and permits must be obtained, as required. ○ Biological Survey and clearance must be obtained before proceeding with application of pesticides, when required by permit or regulation. ○ BMPs must be followed. • A proposed use is evaluated based on: ○ Regulatory restrictions including CEQA and BMPs. ○ Anticipated effectiveness of the proposed methods. ○ Public health aspects. ○ Long and short term environmental impacts. ○ Financial cost. ○ Consistency with other District's policies. • All herbicide use by District staff require a written recommendation from the PCA in accordance with State Department of Pesticide Regulation (DPR) www.cdpr.ca.gov • PCA develops a written Pest Control Recommendation (F751D01) for use in accordance with requirements of the California Food and Agricultural Code and forwards	F751D01 Pest Control Recommendation & Spray Operators Report

ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	the request and recommendation to the Qualified Applicator. • The Qualified Applicator reviews the request and recommendation and completes the work.	
(8) Handling, Labeling, Storage, Disposal, Transportation, and Spills of Pesticides (Qualified Applicator)	• **Handling.** Mixing and loading should never be done without a full understanding of the pesticide label and with the use of all recommended personal protective equipment (PPEs-See W640D23 Personal Protective Equipment) The label will identify the dangers involved and the precautions to follow, may indicate the signs and symptoms of poisoning and recommend first aid practices, should one be exposed to the product. o Pesticide handling includes the following activities: • Mixing, loading transferring, applying or assisting with an application of pesticides, • Servicing, repairing or handling contaminated equipment, • Incorporating pesticides into soil or entering treated area during an application. • **Labeling**. Containers containing pesticides will be labeled according to State Department of Pesticide Regulation (DPR) - Keeping Pesticides Out of Floodwaters – Container Labeling: http://www.cdpr.ca.gov/docs/pressrls/1998/980213.htm o Each pesticide service container must be labeled with 1. Pesticide name. 2. Signal word (Danger/Poison, Warning, or Caution). 3. Who the container belongs to (SCVWD). • **Storage.** Pesticides must be stored according to the properties set forth in the SDS. See http://www.epa.gov/pesticides/regulating/containers.htm This includes: o Pesticides must be stored in labeled containers. o Pesticides should be stored in a designated storage room that has secondary containment on earthquake secured shelves. o Pesticides should not be stored in a location that would expose them to direct sunlight. o **Disposal** of unused pesticides and associated containers will be handled in compliance with hazardous waste regulations o **Transportation** of Pesticides -	

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ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	○ Never carry pesticides in the passenger compartment of any vehicle. ○ All pesticides containers should be secured in the cargo area of the vehicle. ○ Do not leave pesticides unattended in a vehicle unless they are inside a locked compartment. ○ A current inventory of all pesticides, along with SDS's for each pesticide to be transported, should be available. ○ **Spills**. Any spilled pesticide will be cleaned up in accordance with Spill Cleanup on The Pesticide Environmental Stewardship (PES) website supported by Center for Integrated Pest Management (http://pesticidestewardship.org/spill/Pages/SpillCleanup.aspx) and Q830D01 HAZMAT Emergency Response Procedures.	

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(9) Posting, Notification, and Application of Pesticides
 	
(Qualified Applicator)
	• Posting of areas where pesticides are used shall be performed in compliance with this policy as follows:
	  • Posting shall be performed in compliance with the label requirements of the product being applied.
	  • In addition, the District shall provide posting for **any** products applied in areas used by the public for recreational purposes, or those areas readily accessible to the public, regardless of whether the label requires such notification. In doing this, the District ensures that exposure risk is minimized by adopting practices that go beyond the product label requirements.
	  • Sign postings shall include the date and time of application, the product's active ingredients, common name, and the time of allowable re-entry into the treated area. A District staff contact phone number shall be posted on the sign.
	  • Signs shall not be removed until after the end of the specified re-entry interval.
	  • Right-to-know literature on the product shall be made available upon request to anyone in the area of the application.
	
	• The District maintains records of neighbors with specific needs relative to notification prior to treatment of an adjacent area to ensure such needs are accommodated. These records are maintained in Maximo with the pest control recommendation.
	
	• A Spray Operators Report (F751D01) or equivalent on Maximo work order daily shall be completed for each pesticide application performed by District staff. This report shall be submitted with each daily work order in accordance with WQ75101 Field Operations Work Order Process and include:
	  • Pesticide common name and active ingredient.
	  • Method of application.
	  • Dilution rate, if applicable.
	  • Total amount of product applied, **plus** the total amount of diluted material.
	  • For outdoor applications, weather conditions, including temperature and wind speed.
	  • Specific pests controlled with each application.
	
	• Unit Managers overseeing pesticide contractors must supply a monthly use report with the exact pesticides used and amounts (Spray Operators Report) to the Integrated Vegetation Manager by the 5th day of the following month. This is necessary for tracking all pesticide use on District facilities. The contractor's use report is an internal document only and will not be submitted to the Agricultural Commissioner.
		Pest Control Recommendation & Spray Operators Report
		
		Pesticide Contractor's Spray Operators Report

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ACTION STATEMENT & ROLE	DETAILS (DESCRIBE STEPS)	QUALITY RECORDS (OUTPUT FROM STEP)
	• Contractor is responsible for submitting their monthly use report to the Agricultural commissioner in accordance with the State Certification requirements.	
(10)Reporting (Integrated Vegetation Manager)	• A report will be run monthly from Maximo listing the total amount of products used for pest control including the common name. • This listing will be submitted to the Agricultural commissioner no later than the 10th day of each month.	Maximo Report Report send to Agricultural Commissioner

9. QUALITY RECORDS

QUALITY RECORD	LOCATION KEPT	FILING ORDER	RECORDS RETENTION SCHEDULE SERIES NO.	COMMENTS
Pesticide Products Approved for District Use List	District Document Control	Document ID	RS-0226	
Maximo Database Record (including reports)	Network Server	Work Order Number	RS-0052	
Pest Control Recommendation & Report	Work Order	Facility Number & Date	RS-0221	
Report send to Agricultural Commissioner	Process Owner Files	Date	RS-0026	
Original Training Records	Process Owner Files	Date	RS-0076	

10. CHANGE HISTORY

Date	Revision	Comments
02/10/10	A	Initial release into QEMS, effective 1/27/10. Supersedes Administrative Policy and Procedure Ad-8.2 Pesticide Use. This document was sent to be reviewed by: Bill Smith; Geoffrey Weigand; David Matthews; Marc Klemencic; Liang Lee; Mike Martin; Debra Caldon; Mike Cresap; Melanie Richardson (Maryann O'Brien); Ann Draper; Chris Elias; Jim Fiedler; Michael Hamer; Frank Maitski; and Neddal Ali-Adeeb.
04/29/11	B	Major rewrite of document. Document was sent for the first stakeholder review in September 2010 and a second stakeholder review in December 2010. Comments were provided by Michael Sanchez; Jennifer Castillo; David Dunlap; Joe Chavez; Jim Crowley; Jamie McLeod; David Matthews; Bill Smith; Kenneth McKenzie; John Chapman, Sunny Williams, Lisa Porcella, and Nina Merrill. A meeting with held with Larry Lopez, Geoffrey Weigand, Mike Cresap; and Tom Spada to collect comments. Stakeholder comments have been responded to and incorporated into the document where appropriate.
09/21/11	C	Minor editorial changes: incorporated W640D23 Personal Protective Equipment in Procedure Steps 5 and 9 and added a link to Spill Cleanup.
09/13/12	D	Minor editorial changes: added definition of IPM, corrections of spelling and language.
12/23/15	D	Minor editorial change: clarified roles and responsibilities of classifications in Unit 295 and requirements for Licensing and Certifications in the Unit

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Date	Revision	Comments
12/18/18	E	Minor editorial change: clarified roles and responsibilities of classifications in Unit 295 and requirements.

11. ADDENDA

None

Trade Name	Common Name	Pesticide Type	Target	Label	SDS
Rodeo®	Glyphosate	Post-emergent Herbicide	Non-selective	http://www.cdms.net/LDat/ld4TN013.pdf	http://www.cdms.net/LDat/mp4TN006.pdf
Roundup Pro® Concentrate	Glyphosate	Post-emergent Herbicide	Non-selective	http://www.cdms.net/LDat/ld5EH017.pdf	http://www.cdms.net/LDat/mp5EH006.pdf
Habitat®	Imazapyr	Post-emergent Herbicide	Aquatic	http://www.cdms.net/LDat/ld6H2005.pdf	http://www.cdms.net/LDat/mp6H2006.pdf
Gallery® 75 Dry	Isoxaben	Pre-emergent Herbicide	Broadleaf	http://www.cdms.net/LDat/ld638008.pdf	http://www.cdms.net/LDat/mp638003.pdf
Garlon® 4	Triclopyr	Post-emergent Herbicide	Broadleaf	http://www.cdms.net/LDat/ld0B0001.pdf	https://www.nwmissouri.edu/naturalsciences/sds/g/Garlon%204.pdf
Transline®	Clopyralid	Post-emergent Herbicide	Broadleaf	http://www.cdms.net/LDat/ld0BB011.pdf	http://www.cdms.net/LDat/mp0BB008.pdf
Dimension® Ultra 40WP	Dithiopyr	Pre-emergent Herbicide	Non-selective Broadleaf/ grasses	http://www.cdms.net/LDat/ld5T1003.pdf	http://www.cdms.net/LDat/mp5T1000.pdf
Competitor®	Dialkyl Polyoxyethylene Glycol	Surfactant		http://www.cdms.net/LDat/ld6G2004.pdf	http://www.cdms.net/LDat/mp6G2003.pdf
Nature's Blend®	Sodium Nitrate	Probiotic	Aquatic vegetation	https://naturalake.com/wp-content/uploads/2018/09/natures-blend.pdf	https://naturalake.com/wp-content/uploads/2018/04/Natures-Blend-SDS.pdf
Blue Lagoon® SS	Disodium salt	Dye	Aquatic vegetation	http://horizon.wiki/images/5/55/Brandt_Blue_Lagoon_SS_Label.pdf	https://brandt.co/media/2809/brandt-blue-lagoon-ss-sds.pdf
MD Pellets®	Probiotic	Probiotic pellet	Muck	https://naturalake.com/product/md-pellets/	http://www.solitudelakemanagement.com/hubfs/AquaFix_MD-Pellets-SDS.pdf
Capstone®	Aminopyralid	Post-emergent	Broadleaf	http://www.cdms.net/ldat/ldA8Q004.pdf	http://www.cdms.net/ldat/mpA8Q002.pdf
Maxforce® FC Magnum*	Roach Killer Bait Gel	Insecticide	Cockroaches	https://www.environmentalscience.bayer.us/-/media/PRFUnitedStates/Documents/Resource-Library/Product-Labels/Maxforce-FC-Magnum-Roach-Killer-Bait-Gel.ashx	https://www.environmentalscience.bayer.us/-/media/PRFUnitedStates/Documents/Resource-Library/SDS/maxforce_fc_magnum_roach_killer_bait_gel.ashx
Maxforce® FC*	Ant Killer Bait Gel	Insecticide	Ants	https://www.environmentalscience.bayer.us/-/media/PRFUnitedStates/Documents/Resource-Library/Product-Labels/Maxforce-FC-Professional-Insect-Control-Ant-Killer-Bait-Gel.ashx	https://www.environmentalscience.bayer.us/-/media/PRFUnitedStates/Documents/Resource-Library/SDS/Maxforce_FC_Ant_Killer_Bait_Gel.ashx
Repel* Lemon Eucalyptus	Lemon eucalyptus oil	Insecticide	Ticks	https://www3.epa.gov/pesticides/chem_search/ppls/000305-00062-20160323.pdf	http://consumerchoice.green/downloads/SDS/Repel_Lemon_Eucalyptus_MSDS-305-62-July10.pdf

Essentria*	Peppermint oil	Insecticide	Wasp & Hornet	https://www.zoecon.com/-/media/files/zoecon-na/us/product%20labels/specimen/essentria%20wasp%20hornet%20spray%20specimen%20label.pdf	https://www.zoecon.com/-/media/files/zoecon-na/us/product%20labels/sds/essentria%20wasp%20hornet%20spray%20sds.pdf

* Products used by contractors

Note: Other products might be used if approved by the Pesticide Review Team. See Q751D02 Control and Oversight of Pesticide Use

General Construction - BMP for Pathogen Control

Construction practices must minimize the spread of plant pathogens that could be present in vehicles, construction equipment and tools, and work shoes. Standard operating procedures would include the following:

a. Vehicles should stay on established roads whenever possible.
b. Lower maintenance roads upstream of tidally influenced areas should be avoided during the wet season (generally October 15th - April 30th) or when the road is wet enough that soil will stick to vehicle tires and undercarriages.
c. The exterior and interior of all vehicles, construction equipment, and tools should be clean and free of debris, soil and mud (including mud on tires, treads, wheel wells and undercarriage) prior to arrival at a new job site.
d. Work shoes should be kept clean by inspecting shoe soles and removing mud, debris and soil off treads before moving to a new job site.

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BMP: Plant Pathogen Control for Planting at Field Sites

Objective: To avoid contaminating restoration sites with exotic pathogenic *Phytophthora* species or other plant pathogens during activities related to planting.

Definitions:

- Planting area: area where plant material is being planted, typically for habitat restoration, erosion control, or other purposes. Plant material may include nursery stock that has been produced under SCVWD Nursery Contract Specifications, vegetative propagules such as cuttings or divisions, or seed.
- Planting site: an individual planting basin or other spot, typically no larger than one square yard, where an individual plant or several grouped plants will be installed.
- Nursery stock: refers to container nursery stock that was produced under clean propagation conditions described in the SCVWD Nursery Contract Specifications and has passed any required testing. Such material is assumed to be free of exotic *Phytophthora* to the maximum degree attainable.
- Job site: The boundary of the job site will be determined by SCVWD for each planting site. Typically, the job site includes the planting area, staging areas, parking areas, and access roads within and leading to these areas

Overview: Three general routes for the spread of *Phytophthora* and other soilborne plant pathogens are addressed in these BMPs. These routes include (I) contamination of planting inputs, including clean nursery stock and other materials installed at the site, (II) introduction of pathogens to a planting area, and (III) potential movement of undetected contamination within the planting area.

I. Prevent contamination of clean nursery stock or other clean plant materials.

Planting materials shall be protected from potential contamination from the point that materials leave the production nursery or collection site until materials they have been planted. Note that container nursery stock has a high risk of infection by *Phytophthora* species if exposed to these pathogenic agents. Exclusion of these pathogens provides the only viable option for maintaining nursery plants free of *Phytophthora*.

1. Nursery plants shall be transported on or in vehicles or equipment that has been sanitized before loading the stock. Truck beds, racks, or other surfaces will be cleaned (swept, blown with compressed air and/or power washed as needed) to be free of soil and plant detritus. Cleaned surfaces shall be sanitized by (a) spraying with 70% ethyl or isopropyl alcohol, (b) rinsing with diluted bleach (at least 0.525% NaOCl) or (c) rinsing with a quaternary ammonium solution used at the concentration and exposure time described on the product label. See “Approved procedures” in the SCVWD Nursery Contract Specifications for further information about sanitizing tools and surfaces.

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2. Delivered nursery plants that will be held before planting shall be transferred to cleaned and sanitized raised benches and maintained as described in the SCVWD Nursery Contract Specifications (see provisions 16-56 and others if applicable).
3. At the job site, plants shall be handled to prevent contamination until delivered to each planting site. Nursery stock shall not be staged on the soil or other potentially contaminated surfaces except that plants may be placed on the soil surface at their specific planting sites.
4. Keep plants in sanitized vehicles or on sanitized carts, trailers, etc. until delivered to their planting sites if possible.
5. If it is necessary to offload plants at the job site, plants may be placed on clean waterproof plastic tarps or other clean, sanitized surfaces. If tarps are used for holding plants, one surface will be dedicated for contact with nursery stock and will be cleaned and sanitized as needed to maintain phytosanitary conditions.
6. On-site or off-site collection of plant materials including seed and cuttings shall be conducted as described under "Clean planting materials" (provisions 1-9) in the SCVWD Nursery Contract Specifications.
7. Washing, soaking, or irrigation of plant material shall be conducted using clean water sources as specified in SCVWD Nursery Contract Specifications 16-18. Untreated surface waters shall not be used for these purposes.
8. Mulch, compost, soil amendments, inoculants and other organic products shall be pre-approved for use before delivery to the planting site. Materials shall be free of pathogen contamination due to composition, manufacturing conditions, or through effective heat treatment and subsequently handled and maintained in a manner to prevent contamination. If appropriate, testing may be required as specified by SCVWD. At the job site, delivered materials shall be handled to prevent contamination until delivered to each planting site in the same manner specified for plant material (bullet # I.3, I.4, I.5 above).
9. All other materials to be installed at the site shall be of new material that has not been stored in contact with soil or other potentially contaminated materials. This includes irrigation supplies (such as pipe, fittings, valves, drip line, emitters, etc.), erosion control fabrics, fencing, stakes, posts, and other planting site inputs.

II. Prevent contamination of planting area by infested soil or plant debris from other locations.

Phytophthora contamination can be present in agricultural and landscaped areas, in commercial nursery stock, and in some infested native or restored habitat areas. Contamination can be spread via soil, plant material and debris, and water from infested areas. Practices are based on the SCVWD's approved BMP for Plant Pathogen Control at Contaminated Sites and Sensitive Sites, with additions specific to planting operations:

Prior to entry at a planting area

1. Vehicles, equipment and large tools must be thoroughly cleaned before arriving at the planting area.

a. Compliance with this provision is achieved by demonstrating that the vehicle or equipment has been cleaned at a commercial vehicle or appropriate truck washing facility.
b. Equipment must be free of soil and debris on tires, wheel wells, vehicle undercarriages, and other surfaces. (A high pressure washer and/or compressed air may be used to ensure that soil and debris are completely removed).
c. The interior of equipment (cabs, etc.) must be free of mud, soil, gravel and other debris (interiors may be vacuumed or washed).

2. Foot wear and small tools must be thoroughly cleaned before arriving at the planting area. This includes hand-held garden hoses, hose nozzles, quick couplers and irrigation wands.

   a. Shoe soles must be free of debris and soil. (Water, a stiff brush, screwdriver or similar tool can be used to remove soil from shoe treads).
   b. Once soil or debris have been removed, an appropriate sanitizing agent of ethyl or isopropyl alcohol (at least 70% concentration) must be used to kill pathogen spores which may be present on boot soles or tools (sanitizing agent may be applied by using spray bottles filled with alcohol to thoroughly wet the surface). Boot soles and hand tools must be sprayed with enough alcohol that surfaces are fully coated and wet. (Brushes and other implements used to help remove soil will be cleaned with alcohol after use.)

3. At the start of each work day at the job site, worker clothing shall be clean (laundered) and free of mud, soil or detritus.
4. Gloves must be new (if disposable) or laundered / sanitized at the start of each work day. Non-disposable gloves should be made of or coated with material such as nitrile that can be sanitized with alcohol.
5. Vehicles should stay on established roads whenever possible.
6. Travel on unpaved roads should be avoided when such roads are wet enough that soil will stick to vehicle tires and undercarriages.

III. Prevent potential spread of contamination within planting areas.

Planting operations have the potential to quickly spread *Phytophthora* contamination throughout an entire planting area. Good working practices shall be followed at the job site to minimize the likelihood that undetected contamination will be spread. It is not possible to guarantee that every portion of a planting area is free of *Phytophthora* contamination. Areas with higher risk of contamination include areas adjacent to planted landscaping, areas with existing or recently removed woody vegetation, and areas directly along watercourses. Areas with low risk of contamination include those with only grassy vegetation or where surface soils have been removed. SCVWD may designate specific portions of a planting area as having high or low risk of contamination.

1. Before entering the job site, field workers shall receive training that includes information on *Phytophthora* diseases and how to prevent the spread of these and other soil borne pathogens

by following approved phytosanitary procedures. Contractors shall provide documentation that such training has been provided.

2. Conduct planting operations under conditions that allow for adequate decontamination of equipment, tools, gloves, and shoes. Unless absolutely necessary, avoid planting under wet conditions or when soil is muddy.
3. Phase work to minimize movement between areas with high and low risk of contamination. Where possible, complete work in low risk areas before moving to higher risk areas. Alternatively, restrict personnel to working in either high or low risk areas exclusively to reduce the need for decontamination.
4. Minimize unnecessary movement of soil and plant material within the planting area, especially movement from higher risk to lower risk areas.
5. Clean soil and plant debris from large equipment and sanitize hand tools, buckets, gloves, and footwear when moving from higher risk to lower risk areas or when moving between spatially separated portions of the planting area.
6. Brush off substantial soil contamination from tools, and gloves when moving between successive planting sites to prevent repeated collection and deposition of soil across multiple sites.
7. Avoid contaminating clothing with soil during planting operations. Use nonporous kneeling pads that are cleaned between planting sites if kneeling is necessary.
8. When possible, plant nursery stock from a given block in the same local area rather than spreading it widely. If a problem is associated with a given block of plants, it will be easier to detect and deal with it if the plants are spatially grouped.
9. All other materials to be installed at the site (irrigation equipment, erosion control fabric, fencing, etc.) shall be handled to prevent movement of soil within the site, especially movement from higher risk to lower risk areas. Materials should be kept free of soil contamination by maintaining them in sanitized vehicles or on sanitized carts, trailers, etc., or stockpiling in elevated dry areas on clean tarps until used.

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