

SPECIFICATION NO. 26-07

CONTRACT NO. C51696
BID, CONTRACT AND SPECIFICATIONS

CHECK STRUCTURE 17 STRUCTURAL MODIFICATIONS

SAN LUIS CANAL

State Water Facilities
California Aqueduct
San Luis Field Division
Fresno County
California



INFORMATION COPY ONLY

2026

CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
STATE OF CALIFORNIA

DIVISION 00

PROCUREMENT AND
CONTRACTING
REQUIREMENTS

DOCUMENT 00 01 07

SEALS PAGE

CHECK STRUCTURE 17
STRUCTURAL MODIFICATIONS
SAN LUIS CANAL
STATE WATER FACILITIES
SAN LUIS FIELD DIVISION
FRESNO COUNTY
CALIFORNIA
SPECIFICATION NO. 26-07
CONTRACT NO. C51696

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DOCUMENT 00 01 10

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END OF DOCUMENT

INTRODUCTORY INFORMATION

DOCUMENT 00 01 15

LIST OF DRAWING SHEETS

1. DRAWINGS

- A. The project shall conform to the drawings as shown on the list of drawings for this project.

END OF DOCUMENT

DOCUMENT 00 11 01

NOTICE TO CONTRACTORS

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Sealed bids for

CHECK STRUCTURE 17
STRUCTURAL MODIFICATIONS
SAN LUIS CANAL
STATE WATER FACILITIES
SAN LUIS FIELD DIVISION
FRESNO COUNTY
CALIFORNIA
SPECIFICATION NO. 26-07
CONTRACT NO. C51696

will be received by the Department of Water Resources at the California Natural Resources Agency Headquarters, 715 P Street, Sacramento, California 95814, between **12:00 P.M. and not later than 2:00 P.M. on WEDNESDAY, JULY 15, 2026**. A public bid opening will be conducted live at an announced location in the vicinity of such office and via webinar.

NOTE: Bidders/Visitors shall allow sufficient time for checking in with Security upon entering main floor of the California Natural Resources Agency Headquarters. Bids will be accepted and timestamped in the main lobby of the California Natural Resources Agency Headquarters.

Please refer to Document 00 21 13 – Instructions to Bidders, for additional information.

Bid forms for this work are provided in a separate booklet titled BID FORM.

Bids will be considered only if submitted for all the work required for the above project. The work is defined in Section 01 11 00 – Summary of Work,

- A. This project will permanently remove the four Check 17 radial gates and retain one of them for storage. The project includes the following principal features:
 - 1. Earthwork and other related work, including:
 - a. Soil scarification and excavation.
 - b. Soil compaction.
 - c. Placement of aggregate base.
 - d. Construction of temporary access road.
 - e. Site restoration to match existing conditions.
 - 2. Contaminated Site Material Removal:
 - a. Removal, recovery, and disposal of hazardous substances, materials, and waste associated with the proposed structural modifications
 - 3. Stoplogs Repair and Transportation:
 - a. Replace stoplog rubber seals, including new steel plates and hardware.
 - b. Transport stoplogs from Dos Amigos Pumping Plant and mobilize at Check Structure 17, for installation by Department personnel.
 - c. Transport stoplogs from Check Structure 17 and return to Dos Amigos Pumping Plants storage area.
 - 4. Fabricate Radial Gate Cradle Frame.
 - 5. Dewatering of Check Structure 17 gate bays.
 - 6. Removal of all four existing radial gates and appurtenances at Check Structure 17. Dispose of radial gates No. 1, 3, and 4.
 - 7. Radial gate No.2 shall be transported to the Coalinga O&M Yard and stored on contractor fabricated steel gate cradle frame.

8. Fences and Gates:

- a. Reinstall barbed wire fence and swing gates.

Quantities of work, materials, and equipment required for completion of the work are specified in Document 00 41 01 – Bid Schedule.

1. LICENSING

Bidders shall be licensed for the work as required by the Business and Professions Code. Contractor's license classification(s) for this work:
A and C-22 or A with C-22 Subcontractor.

2. BIDDING

Submit requests for drawings and specifications for the project by e-mail to doe_specs@water.ca.gov.

Submit questions or requests for clarification by email to doe_specs@water.ca.gov at least 5 days before the scheduled opening of bids. Responses, if appropriate, will be sent to all prospective bidders.

3. PREQUALIFICATION

All bidders shall be prequalified by the Department. Bid forms will be furnished only to prequalified bidders who meet the requirements of the State Contract Act and Document 00 11 40 – Prequalification.

4. SITE INSPECTION TRIP

An inspection trip for prospective bidders will be conducted at the work site on **THURSDAY, JULY 2, 2026 at 10:00 A.M.**, as per Document 00 11 02 – Notice of Inspection Trip.

5. DVBE AND SMALL BUSINESS PARTICIPATION

Participation by Disabled Veteran Business Enterprises (DVBE) and qualification for Small Business Preference shall be as provided by Document 00 21 26 – Instructions for DVBE Goal and Incentive and Document 00 21 21 – Instructions for Small Business Preference. A DVBE incentive will be applied during bid evaluation in accordance with Document 00 21 26, Paragraph 2 – DVBE Incentive.

In addition, the Department has set a 25 percent Small Business Enterprise (SBE) participation goal in its contracting and is tracking Small Business participation in its contracts. The Department encourages bidders to explore certification as a Small Business and/or Disabled Veteran Business

Enterprise and to utilize certified Small Business and Disabled Veteran Business Enterprises during the contract term.

The Department of General Services, Procurement Division, Office of Small Business and DVBE Services:

Certification information:

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

Database of certified SB/DVBE Firms:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

6. PREBID BRAND AND TRADE NAME REQUESTS

Pursuant to Public Contract Code section 10129, alternatives to a designated material, product, thing, or service by specific brand or trade name that are of equal quality and of required characteristics for the purpose intended may be proposed during the bidding period, provided the bidder complies with the following:

- A. Proposals for alternatives to a designated material, product, thing, or service, requested during the bidding period, shall be submitted to the Department via email to doe_specs@water.ca.gov, not later than 14 days prior to the date and time of the bid opening.
- B. Proposals shall be accompanied by complete information and descriptive data necessary to determine equality of the material, product, thing or service. Samples shall be provided when requested by the Department. Burden of proof as to availability, comparative quality, suitability, and performance of the material, product, thing, or service shall be upon the bidder. The Department will be the sole judge as to such matters. If the proposal is accepted, bidders will be notified by information letter or addenda.
- C. Refer to Document 00 72 46 – Control of Work, Paragraph 5, for substitution requests after issuance of Notice to Begin Work.

7. SUBSTITUTION OF SECURITIES

Pursuant to Public Contract Code section 10263, the successful bidder will be permitted to substitute securities for any moneys withheld by the Department as provided by Public Contract Code section 10261.

8. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION AND PREVAILING WAGE MONITORING AND ENFORCEMENT
 - A. Department of Industrial Relations (DIR) registration and prevailing wage monitoring and enforcement shall comply with Document 00 72 43 – Compliance with Applicable Laws and Regulations.
 - B. Prevailing Wage Rate Determinations rates are on file for inspection at the office of the Department of Water Resources, Traditional Delivery Section, 715 P Street, Room 4-407, Sacramento, California 95814 and posted on the website listed on Document 00 30 00 – Available Information.

Director of Water Resources

Dated: June 23, 2026
(Advertisement)

DOCUMENT 00 11 02

NOTICE OF INSPECTION TRIP

CHECK STRUCTURE 17
STRUCTURAL MODIFICATIONS
SAN LUIS CANAL
STATE WATER FACILITIES
SAN LUIS FIELD DIVISION
FRESNO COUNTY
CALIFORNIA
SPECIFICATION NO. 26-07
CONTRACT NO. C51696

An inspection trip for prospective bidders will be conducted at the work site. The inspection trip is expected to take approximately 3 hours. Interested parties are requested to schedule their time so as to make the trip on the same day.

Interested parties are requested to meet on **THURSDAY, JULY 2, 2026** at **10:00 A.M.** at the Dos Amigos Pumping Plant located at 25001 Poleline Road in Merced County, approximately 10 miles south of Los Banos, California.

Access to the project site is from Interstate 5. Exit I-5 at Highway 165 (Mercy Springs Road) and travel for approximately half mile to Poleline Road; turn right. Continue for approximately one mile to the Dos Amigos Pumping Plant, located at 25001 Poleline Road. (See maps on following pages.)



SITE VICINITY MAP



MEETING LOCATION – DOS AMIGOS PUMPING PLANT

Notice of Inspection Trip

After viewing the stop logs at Dos Amigos Pumping Plant, the inspection trip will continue to Check Structure 17 at approximately Latitude: 36.456492°, Longitude: -120.303322°, approximately 1.9 miles north of Mt. Whitney Ave in Fresno County. Access to the meeting site is as follows:

From Interstate I-5, Take the exit 349 for CA-33 towards Derrick Ave/Mendota. Head north on CA-33 for .50 miles (approx.) and turn right onto West Harlan Way and head east for 2.90 miles (approx.). Harlan way ends and transitions right towards South Stanislaus Ave. Continue on South Stanislaus Ave. And turn left onto West Mt. Whitney Ave. Head east on Mt. Whitney for 2.40 miles (approx.). Turn left onto the primary access roads at the bridge cross (mile post 134.90 - approx.). Head North along the primary roads to the Check Structure 17 site.

(See maps on following pages.)



VICINITY MAP



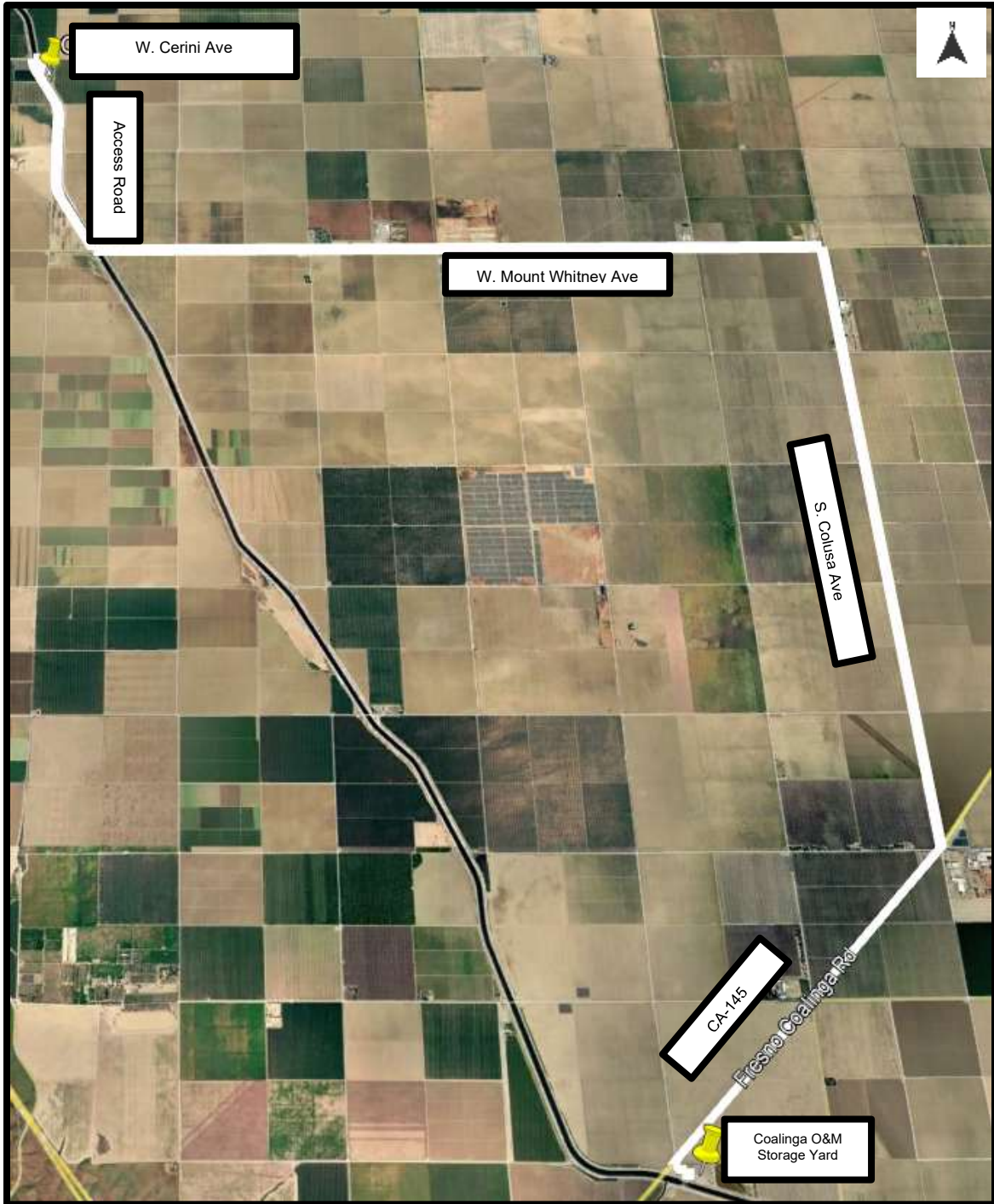
MEETING LOCATION
AREA MAP



MEETING LOCATION – CHECK STRUCTURE 17

After viewing Check Structure 17, the inspection trip will continue to the Coalinga O&M Storage Yard is located at 24001 S Fresno Coalinga Rd, Coalinga, CA 93210 in Fresno County. Access to the meeting site is as follows:

From Check Structure 17, travel north towards W. Cerini Ave. Turn left on W. Cerini Ave then right back onto the secondary access road. Travel for approximately 2.2 miles then turn left onto W. Mount Whitney Ave. Travel for 5.5 miles then turn right onto S. Colusa Ave. Travel on S. Colusa Ave for 5 miles then turn right on CA-145 S. After 2.9 miles the Coalinga O&M Storage Yard will be on the left. (See maps on following pages.)



VICINITY MAP



MEETING LOCATION – COALINGA O&M STORAGE YARD
SITE MAP

Safety Requirements

All attendees are required to provide their own Personal Protective Equipment (PPE).

Required PPE:

- Hard Hats
- Safety Vests
- Work Boots

Optional PPE:

- Safety Glasses.
- Hearing Protection.

Please contact the Department at doe_specs@water.ca.gov at least two days in advance of the inspection trip if you plan to attend or have questions.

END OF DOCUMENT

DOCUMENT 00 11 40

PREQUALIFICATION

1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION REQUIREMENTS
 - A. Prime Contractor: In order to be deemed “qualified” to submit a bid or to be awarded the contract, the Contractor must be a DIR registered contractor at the time of bid and if awarded the contract, must be a DIR registered contractor at all times during the performance of the work.
 - B. Subcontractors: All subcontractors of any tier must be DIR registered contractors at the time of bid, subject to Labor Code Section 1771.1, and at all times during the performance of the work.
2. SAFETY PREQUALIFICATION
 - A. Safety prequalification is required. Each bidder shall:
 - 1) Submit to the Department not less than five days prior to the date and time of bid opening, the completed Safety Prequalification Questionnaire (SPQ) on forms furnished by the Department.
 - 2) Be prequalified by the Department at least one day prior to the date and time of the bid opening.
3. JOINT VENTURE BIDDING REQUIREMENTS: Two or more entities may bid jointly on the work as a legally constituted and licensed joint venture.
 - A. Each member of the joint venture is prequalified and it has submitted a statement of joint venture in a form approved by the Department, which will be valid only for the contract for which it is submitted.

END OF DOCUMENT

BIDDING REQUIREMENTS

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1. BID FORM

- A. Submit using the Bid Form and addenda furnished by the Department.
- B. The Bid Form is numbered serially and is transferable only upon written approval of the Department. Return the Bid Form and cover page of each addendum within a sealed envelope plainly marked as a bid, and identified as the project to which the bid relates. Bids will be rejected if submitted on other forms or on forms transferred without written approval. Bidding document pages revised or added by addendum must be included in the place of any superseded pages enclosed with the submitted bid form. Bids may be rejected if the bidder has failed to sign an addendum and enclose it with the bid, and will be rejected if the omitted addendum could have materially changed the prices bid. Bids will be received at the address specified in Document 00 11 01 – Notice to Contractors.
- C. In addition to other requirements in the contract relating to bidder qualifications, in order to be deemed “qualified” to submit a bid, the bidder must be a DIR registered contractor at the time of bid.

2. EXAMINATION OF THE WORK

- A. Carefully examine the contract, including but not limited to, Bid Documents, General Conditions, Supplementary Conditions, drawings, specifications, addenda, Document 00 30 00 – Available Information, and all related information and data referenced or otherwise available.
- B. Carefully examine and become fully informed of the nature and location of the work, the quantities of work, equipment to be required, and conditions expected to be encountered in performing the work. Conditions to be examined at the work site include but are not limited to: the character and quality of surface and subsurface conditions and obstacles; the availability of labor, materials and equipment, construction equipment, water, electricity, and access to the work; the uncertainties of weather, river stages, tides and similar natural phenomena; and conditions bearing upon the availability, transportation, handling, storage, and disposal of materials and equipment.

3. NOTIFICATION REQUIREMENT

- A. If a bidder discovers any ambiguities, conflicts, discrepancies, omissions, differing site conditions, or errors in the contract, immediately notify the Department in writing and request modification or clarification. Modifications will be made by addenda. Clarifications will be given by information letter. Oral clarifications are not binding on the Department.
- B. If the bidder who is awarded the contract has failed to notify the Department of any discrepancy known prior to the date and time of the bid opening, no additional compensation or time will be allowed by reason of the discrepancy or its later correction.

4. ADDENDA: The Department may modify the contract by issuance of an addendum to all parties who have been furnished the documents for bidding purposes. Sign the cover page of each addendum and enclose with the bid documents.

5. SUBMISSION OF BIDS

- A. Completion of Bid Schedule: The total of the bid will be the sum of the total prices of all items in Document 00 41 01 – Bid Schedule. The total price of unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price governs, provided, that if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it is the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. Bids must include for each item in Document 00 41 01 – Bid Schedule, a unit price and a total price, and for each lump sum price item, a total price, all in legible figures.
- B. Completion of Bid: A bid may be rejected if conditional or incomplete, or if it contains any alterations of form, additions not called for, or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the prices bid. Bids in which prices are grossly unbalanced with respect to costs may be rejected.
- C. Signature by Agents: Agents signing bids must be one of the following:
 - 1) An officer of a corporate bidder authorized to sign contracts on its behalf.
 - 2) A member of a partnership bidder.
 - 3) A person authorized by a power of attorney submitted to the Department prior to the date and time of the bid opening.

D. Submission of Bid:

- 1) In-Person Drop Off: Bids will be accepted in person only between the hours specified in Document 00 11 01 – Notice to Contractors.

- a. Bids will be time stamped at the time of submission.

- 2) Overnight Carrier Delivery:

- a. Bids submitted via Overnight Carrier Delivery are acceptable, but it is the responsibility of the bidder to ensure Bids are received no later than no later than time and date of the bid opening.

- b. Send bids sent via overnight carrier service shall be sent to the following address:

Department of Water Resources
Traditional Delivery Section
C/O Spec 26-07 Bid Opening
715 P Street, Room 4-407
Sacramento, California 95814

- c. Definition of Overnight Carrier Service: Overnight Carrier Service is a commercial delivery service option that guarantees customers will receive their orders on the next business day, examples of commercial carriers that provide this service include, but are not limited to, Federal Express (FedEx), United Parcel Service (UPS), and General Logistics Systems (GLS).

- d. Definition of received: Bids will be considered received by the Department on the date and time the Bid is accepted by the Department's mailroom. It is the contractor's responsibility to ensure the delivery will be made before the submission deadline.

- e. Delivery Tracking Notification: Submit the Overnight Carrier Service provider tracking information for the submitted bid to doe_specs@water.ca.gov, prior to the date of the Public Bid Opening.

- E. Public bid opening will be conducted in person and via webinar. Bidders that do not intend to stay for the public bid opening will be escorted out of the building.

F. Webinar Information: Microsoft Teams Meeting

- 1) <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1>

- a. Meeting ID: 286 891 222 955 1
Passcode: wn23hE96

- 2) Or call in (audio only):

- a. [+1 916-573-2034](tel:+19165732034) United States, Sacramento
Phone Conference ID: 228 618 634#

G. Multiple Bidding: If a bidder is a party to or submits more than one bid under the same or different names, such bids may be rejected.

H. Tie Bids: When tie bids are received the Department may award the contract by lot.

I. Bid Security:

- 1) The bid shall be accompanied by one of the following forms of bid security: cash, cashier's check, certified check, or bidder's bond; made payable to the Director of Water Resources. The security shall be at least 10 percent of the total amount of the bid. Bidder's bond shall conform to Document 00 44 30 – Bidder's Bond, furnished in the Bid Form and be properly filled out and executed by an admitted surety insurer authorized to transact business in California. Bids not accompanied by one of the above forms of bid security in the proper amount will be rejected.

- 2) Return of Bid Security: The securities of the three lowest responsible bidders in the form of cash, cashier's checks, and certified checks specified above, will be held by the Department until the contract has been signed by the successful bidder and returned with the required bonds.

Securities of all other bidders in the form of cash, cashier's checks, and certified checks will be returned to them within 10 days after award of the contract, and their bidder's bonds shall be of no further effect.

6. WITHDRAWAL OF BIDS: A bid may be withdrawn by submitting a written request to the Department, signed by the bidder, prior to the date and time of the bid opening. The bidder may submit a new bid prior to the date and time of the bid opening.

7. AWARD OF CONTRACT

- A. The Department may reject any or all bids, and may waive any immaterial defect in a bid. The Department may ascertain the intent of the bidder by application of rules expressed in the bid documents, drawings and specifications, or as provided by law. The Director's waiver of an immaterial defect shall not modify the contract, or excuse the bidder from full compliance with the contract.
 - B. Award will be made within 21 days after the opening of bids to the lowest responsible bidder. If the lowest responsible bidder refuses or fails to execute the contract, the Department may award the contract to the second lowest responsible bidder. Such award will be made within 30 days after the bid opening. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award will be made within 45 days after the bid opening. Such times shall be subject to extension by written agreement between the Department, the bidder and the bidder's surety.
8. BID PROTEST: Bidders shall submit any bid protest in writing to the Department prior to Award of Contract. Protests shall be sent to doe_specs@water.ca.gov
9. CONTRACT BONDS: The successful bidder shall, at its sole cost and expense, furnish on forms provided by the Department, Document 00 61 13 – Performance Bond, and Document 00 61 14 – Payment Bond, each equal to at least the total amount of the bid, executed in duplicate with acknowledgments by an admitted surety insurer authorized to transact business in California.
10. EXECUTION OF CONTRACT: The contract, to be executed in duplicate, shall be signed by the bidder and returned with the required bonds, within **five** days after delivery to the bidder. The contract shall not be binding upon the State until it has been completely executed by the bidder and the Department.
11. FAILURE TO EXECUTE CONTRACT: If the bidder fails to return the contract and bonds within the time provided, the award may be annulled by the Department. If the award is annulled, the bidder shall forfeit the bid security. The bidder may furnish to the Department a written notice, signed by the bidder, stating that the bidder will refuse to execute the contract. The furnishing of such notice shall have the same effect as failure to execute the contract.

END OF DOCUMENT

DOCUMENT 00 21 21

INSTRUCTIONS FOR SMALL BUSINESS PREFERENCE

1. SMALL BUSINESS PREFERENCE

- A. Code Reference: Government Code section 14835 et seq. and section 1896.2 et seq., California Code of Regulations.
- B. Certification: Bidders who wish to be classified as a “Small Business” under the provisions of said laws and regulations, shall be certified as small business by the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS), 707 Third Street, 1st Floor, Room 400, West Sacramento, California 95605, telephone (916) 375-4940, 24-hour recording (916) 327-9978, facsimile (916) 375-4950, Internet Address: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- C. Procedures To Request Small Business Preference:
 - 1) Bidders shall be certified and submit a copy of either the firm’s Department of General Services, Procurement Division small business certification approval letter, or a current copy of firm’s small business status from the Department of General Services, Procurement Division Internet homepage (if information from the homepage is provided, include the second page reflecting certification “From” and “To” dates).
 - 2) Bidders shall complete and sign Document 00 44 41 – Small Business Preference and Certification Request furnished in the Bid Form. The bidder’s signature on the Small Business Preference and Certification Request is a declaration, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either certified small business, or will have a completed application on file with Department of General Services, Procurement Division for small business certification no later than five o’clock (5:00 p.m.) on the date the bid is opened and will be subsequently certified small business. The conditions requiring the 50 percent level of subcontracting by small business subcontractors apply if:
 - a. The lowest responsible bid for the project exceeds \$100,000.
 - b. The work to be performed requires a Class A or a Class B contractor’s license.
 - c. Two or more subcontractors will be used.

Instructions for Small Business Preference

- 3) If the above conditions apply and Small Business Preference is granted in the award of the contract, the 50 percent small business subcontractor utilization level shall be maintained throughout the life of the contract.
- D. Preference Application: The Small Business Preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the lowest responsive bidder, said amount not to exceed \$50,000. If such reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to said small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

END OF DOCUMENT

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors and Suppliers

DOCUMENT 00 21 22

INSTRUCTIONS FOR NON-SMALL BUSINESS BID PREFERENCE
FOR USING CALIFORNIA CERTIFIED
SMALL BUSINESS SUBCONTRACTORS AND SUPPLIERS

1. NON-SMALL BUSINESS BID PREFERENCE

- A. Code Reference: Sections 1896.6 et seq. of Title 2, California Code of Regulations.
- B. Non-small business bidders will be granted a five percent (5%) preference, for bid evaluation purposes only, for using small business subcontractors/suppliers when a responsible non-small business submitted the lowest-priced responsive bid, and when a non-small business bidder:
 - 1) requested a non-small business bid preference; and
 - 2) included in its bid a notification to the Department that it commits at least twenty-five percent (25%) of its net bid price to one or more small business subcontractors/suppliers; and
 - 3) submitted a timely, responsive bid; and
 - 4) was determined by the Department to be a responsible bidder; and
 - 5) submitted with its bid a list of the small business(es) it commits to use. Each small business must perform a commercially useful function.
- C. To request a non-small business bid preference, bidders shall complete and sign:
 - 1) Document 00 44 44 – Request for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors and Suppliers. The bidder's signature on Document 00 44 44 is a declaration, under penalty of perjury, that at least 25 percent of the listed subcontractors/suppliers are either certified small businesses, or will have a completed application on file with Department of General Services, Procurement Division for small business certification no later than five o'clock (5:00 p.m.) on the date the bid is opened and will be subsequently certified as a small business.

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors and Suppliers

- 2) Document 00 44 44-1 – California Certified Small Business Subcontractors and Suppliers. The bidder shall list for each small business subcontractor/supplier the following: name, address, phone numbers, and description, dollar amount, and percentage of the work to be performed.
 - 3) Bidder is also strongly urged to ensure that each small business subcontractor/supplier has executed a certification of “commercially useful function,” and to submit such certification with Documents 00 44 44 and 00 44 44-1. Document 00 44 44-2 – Small Business (SB): Certification of Commercially Useful Function may be used for this purpose.
- D. If a non-small business is awarded the contract based on the preference, the contractor shall use the listed small businesses for the amounts listed.
- E. Preference Application:
- 1) The Department will apply the Non-Small Business Bid Preference as follows:
 - a. The preference will be applied for bid comparison purposes only.
 - b. For such comparison, the bid submitted by a non-small business bidder will be reduced by an amount equal to 5 percent of the amount bid by the lowest responsive bidder. Any subsequent executed contract will be executed for the actual bid amount, notwithstanding the reduced price for bid comparison purposes.
 - c. Application of the preference shall not displace an award to a certified small business with a non-small business.
 - d. In the event of a precise tie between the bid of a small business and the bid of a disabled veteran business enterprise that is also a small business, the award shall go to the disabled veteran business enterprise.
 - e. The preference shall not exceed \$50,000, and the combined amount of all incentives and preferences awarded pursuant to any other provision of law shall not exceed \$100,000.

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors and Suppliers

F. Substitution of a Small Business Subcontractor/Supplier:

- 1) After award of a contract based in part on the application of a Non-Small Business Bid Preference for using California Certified Small Business Subcontractor/Suppliers, the contractor must use the small business subcontractor(s) and/or suppliers(s) indicated in its bid unless a substitution is requested in writing to the Department and the Department approves the substitution in writing prior to the commencement of applicable work. The substitution request shall be in accordance with section 1896.10 of Title 2, California Code of Regulations.

END OF DOCUMENT

DOCUMENT 00 21 25

INSTRUCTIONS FOR CALIFORNIA COMPANY PREFERENCE

1. **CODE REQUIREMENT:** In accordance with the requirements of Public Contract Code section 6107, a “California company” will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.
2. **DEFINITION OF CALIFORNIA COMPANY:** A “California company” means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:
 - A. Has its principal place of business in California.
 - B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
 - C. Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.
3. **REQUIREMENTS**
 - A. To carry out the “California company” reciprocal preference requirements of Public Contract Code section 6107, bidders shall refer to Document 00 44 27 – Bidder Declarations and Certifications, and to Document 00 44 43 – California Company Preference Form, for instructions about how to indicate their status. A nonresident contractor shall disclose to the Department any and all bid preferences provided to the nonresident contractor by the state or county in which the nonresident contractor has its principal place of business. In the event the bidder fails to certify its status, the bid may be rejected.
 - B. Bid Documents without a completed and signed Document 00 44 43 – California Company Preference Form, may be rejected.
 - C. The amount of the “California company” reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the “California company” is eligible for a California Small Business Preference, in which case the preference applied shall be the greater of the two, but not both.

Instructions for California Company Preference

- D. If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price.

END OF DOCUMENT

DOCUMENT 00 21 26

INSTRUCTIONS FOR
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
GOAL AND INCENTIVE

1. DVBE GOAL

- A. The DVBE participation goal for this contract is zero percent (0%) of the total amount of the bid and is established pursuant to Public Contract Code Section 10115 et seq.

2. DVBE INCENTIVE

- A. To encourage bidders to include DVBE participation on this contract, the Department will apply a three percent (3%) DVBE incentive to bids that meet or exceed three percent (3%) DVBE participation.
- B. To qualify for the DVBE incentive, bidder must complete, sign and submit the following documents with its bid:

<u>Document</u>	<u>Document Title</u>
00 44 45	DVBE Participation
00 44 47 (if applicable)	DVBE: Broker or Agent. Each DVBE prime contractor listed on Document 00 44 45 who is a broker or agent must complete this form (Military and Veterans Code section 999.2 (f)).
00 44 48 (if applicable)	DVBE: Declarations – Equipment Rental. Each DVBE prime contractor listed on Document 00 44 45 who will rent equipment, including equipment and operator, to the Department, must complete this form (Military and Veterans Code section 999.2 (c)).
00 44 49 (if applicable)	DVBE: Declarations of Meeting and Maintaining Requirement of a DVBE – Equipment Rental. Each DVBE prime contractor listed on Document 00 44 45 who will rent equipment, including equipment and operator, to the Department, must complete this form (Military and Veterans Code section 999.2 (d)).

Instructions for DVBE Goal and Incentive

<u>Document</u>	<u>Document Title</u>
00 44 50	DVBE: Certification of Commercailly Useful Function. For each DVBE listed on Document 00 44 45, submit Document 00 44 50.

- C. The Department will apply the DVBE incentive:
- 1) to responsive bids from responsible bidders
 - 2) during the bid evaluation process, for bid evaluation purposes only,
 - 3) by reducing the bid price by the amount of the incentive as computed from the lowest responsible and responsive bid price.
- D. Application of the DVBE incentive shall not displace an award to a certified small business enterprise with non small business enterprise.
- E. The combined amount of all incentives and preferences shall not exceed \$100,000.
- F. Applicable documents must be completed and signed as required on each document to qualify for the DVBE incentive.
- G. Final determination of bidder's DVBE participation shall be at the Department's sole discretion. The Department will not accept rounding up of DVBE participation percentages.
- H. DVBE Certification:
- 1) DVBEs listed by bidder on Document 00 44 45 – DVBE Participation must be certified by the date of bid opening by the State of California, Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Services. The Department reserves the right to verify DVBE certifications.
 - 2) For a listing of certified DVBEs, contact:
 - a. The DGS Procurement Division's database of certified DVBEs at Internet address:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

1. For questions or comments regarding the DGS DVBE database, contact:

CA DGS Procurement Division
Office of Small Business and DVBE Services
Phone No.: (916) 375-4940
Toll Free: (800) 559-5529
FAX No.: (916) 375-4950
E-mail: OSDSHelp@dgs.ca.gov

Physical Location

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605

Mailing Address

Office of Small Business and DVBE Services
Room 1-400, MS210
P.O. Box 989052
West Sacramento, CA 95798-9052

- 3) Bidder is encouraged to review each DVBE certification and to include a copy of each certification with Document 00 44 45 – DVBE Participation.

- I. Commercially Useful Function: Bidder is strongly urged to have each DVBE execute a certification of “commercially useful function” prior to listing a DVBE on Document 00 44 45 – DVBE Participation.

- 1) Document 00 44 50 – DVBE: Certification of Commercially Useful Function may be used for this purpose. Submit this certification with the bid or by mail to the address listed below.

CA Department of Water Resources
Division of Engineering
715 P Street, Room 2-303
Sacramento, CA 95814
Attention: DVBE Coordinator
E-mail: DOE_Specs@water.ca.gov

- J. Definitions are in Paragraph 8.

3. COUNTING DVBE PARTICIPATION

- A. DVBE Subcontractors: Any DVBE performing subcontractor work in excess of one-half of one percent of the total amount of the bid, and as otherwise provided under Public Contract Code section 4100 et seq. and section 10115 et seq., must also be listed on Document 00 43 36 –

Subcontractors Form, in order to be counted toward the DVBE participation.

B. Dollar Value:

- 1) A certified DVBE prime bidder may apply toward the DVBE participation the value of the work which it will directly perform. The DVBE must perform a “commercially useful function” as defined in Paragraph 8 E. 1) and 2).
 - a. A disabled veteran business enterprise that rents equipment (including equipment plus operator) to the Department shall be deemed to be an equipment broker unless one or more disabled veterans has 51-percent ownership of the quantity and the value of each piece of equipment.
 1. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall submit to the Department a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner. Refer to Document 00 44 48.
 2. Each disabled veteran owner shall submit his or her federal income tax returns to the Department of General Services pursuant to Military and Veterans Code section 999.2, subdivision (g) as if he or she were a disabled veteran enterprise.
 3. The disabled veteran business enterprise of a disabled veteran owner who fails to submit his or her tax returns will be deemed to be an equipment broker.
 - b. A disabled veteran business enterprise that rents equipment to the Department shall submit to the Department a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a disabled veteran business enterprise meeting and maintaining all the requirements of a disabled veteran business enterprise. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract. Refer to Document 00 44 49.

- c. State funds expended for equipment (including equipment plus operator) rented from equipment brokers shall not be credited toward the DVBE participation.
 - d. A disabled veteran business enterprise that is a broker or agent and that obtains a contract pursuant to Military and Veterans Code section 999.2 (a) shall disclose to the Department that the business is a broker or agent. This disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent. Refer to Document 00 44 47.
- 2) If a bidder is a joint venture, bidder may count toward the DVBE participation the percentage equal to that of the ownership and control of the DVBE joint venturer. Each DVBE must perform a “commercially useful function” as defined in Paragraph 8 E. 1) and 2).
- 3) A bidder may apply the total dollar value of the work of a certified DVBE first or lower tier subcontractor/supplier toward the DVBE participation. Each DVBE must perform a “commercially useful function” as defined in Paragraph 8 E. 1) and 2).
- 4. CERTIFICATION OF COMPLIANCE WITH DVBE REQUIREMENTS
 - A. By signing Document 00 44 28 – Noncollusion Declaration, the bidder certifies that it acted in good faith to comply with the DVBE requirements specified herein.
- 5. SUBSTITUTION OF LISTED DVBE’S
 - A. The Contractor must use each DVBE listed on Document 00 44 45 for the amounts committed unless the Contractor requests written permission to substitute and the Department gives written permission for such substitution. Each request for substitution should include:
 - 1) A written explanation of the reason for substitution, and
 - 2) The name and address of the firm that will be used in lieu of the listed DVBE firm. Contractors are expected to make a diligent effort to substitute listed DVBEs with certified DVBEs.
 - B. This information is required for monitoring in accordance with Public Contract Code section 10115 et seq. and shall not be construed as altering any other provision of law, including the Subletting and

Subcontracting Fair Practices Act, including Public Contract Code sections 4100-4114, or contract requirements relating to substitution of subcontractors.

- C. Failure of Contractor to adhere to at least the DVBE participation listed on Document 00 44 45 may be cause for contract termination and recovery of damages under the rights and remedies due to State under Document 00 72 45 – Prosecution of Work, Paragraph 10.
- D. Additionally, the under/non-use of DVBEs listed on Document 00 44 45 may have other ramifications for Contractor including, but not limited to, possible violations of the California False Claims Act, Government Code section 12650 et seq.

6. DVBE MONITORING AND REPORTING

- A. The Department encourages the Contractor to include DVBEs in this Contract throughout the Contract term.
- B. The Contractor shall report the amounts it paid to each DVBE that participated in the performance of this Contract by submitting Document 00 21 26-1 – DVBE Quarterly and Final Report, to the Engineer as follows:
 - 1) Quarterly (on January 1st, April 1st, July 1st, and October 1st) during the performance of the contract.
 - 2) Upon the Contractor's certification of completion of the work pursuant to Document 00 72 46 – Control of Work, Paragraph 14.
 - 3) In addition to any other potential remedies, the Engineer may withhold all or part of any payments due if the Contractor fails to furnish the required reports.
- C. In accordance with Military and Veterans Code section 999.5(d), upon the Contractor's certification of completion of the work pursuant to Document 00 72 46 – Control of Work, Paragraph 14 on a Contract for which a commitment to achieve a DVBE goal was made, the Contractor shall certify the following using Document 00 21 26-2 – Certification of DVBE Participation:
 - 1) The total amount the Contractor received under the Contract.
 - 2) The name and address of the Disabled Veteran Business Enterprise(s) that participated in the performance of the Contract and the Contract number.
 - 3) The amount and percentage of work the Contractor committed to provide to one or more Disabled Veteran Business Enterprises under the requirements of the Contract and the amount each

Disabled Veteran Business Enterprise received from the Contractor.

- 4) That all payments under the Contract have been made to the Disabled Veteran Business Enterprise. Upon request by the Department, the Contractor shall provide proof of payment for the work.
- D. In accordance with Military and Veterans Code section 999.7(a), The Department shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Section 999.5. If the Contractor fails to comply with the certification requirement, it shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days, but not more than 30 calendar days from the date of Department's written notice, the Contractor refuses to comply with the certification requirements, the Department shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).
- E. In accordance with Military and Veterans Code Section 999.5(d)(4), and Government Code Section 14841, after receipt of the final Contract payment, the Contractor shall report to the Engineer the actual percentage of DVBE participation and certify the total amount the Contractor received under the Contract using Document 00 21 26-3 – DVBE Percentage Achieved and Certification of Total Payments to Prime Contractor.
- F. In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000 pursuant to Military and Veterans Code Section 995.5(f).

7. CONTRACT AUDITS

- A. Contractor agrees that the Department or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. Contractor agrees to provide the Department or its delegate with any relevant information requested and shall permit the Department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment in

accordance with Document 00 72 43 – Compliance with Applicable Laws and Regulations, Paragraph 2.

8. DEFINITIONS, DVBE PROGRAM

- A. Broker or Agent: Any individual or entity, or any combination thereof, that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to the Department, unless one or more certified disabled veterans has 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- B. Contractor (for the purposes of this Document): Any person or persons, regardless of race, color creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, or age, or any sole proprietorship, firm, partnership, joint venture, corporation, or combination thereof who submits a bid and enters into a contract with a representative of a state agency, department, governmental entity, or other officer empowered by law to enter into contracts on behalf of the State of California.
- C. Disabled Veteran: A veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts ("Old Scouts"), and the Special Philippine Scouts ("New Scouts"), who has at least a 10 percent service-connected disability and who is domiciled in the State of California.
- D. Disabled Veteran Business Enterprise: A business certified by the Department of General Services as meeting all of the requirements listed below. A disabled veteran business enterprise that fails to maintain the certification requirements set forth in Military and Veterans Code section 999 et seq. shall immediately notify the Department and the Department of General Services of that failure by filing a notice of failure that states with particularity each requirement the disabled veteran business enterprise has failed to maintain:
 - 1) It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.

- 2) The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the disabled veterans as the owners of the business.
 - 3) It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
 - 4) Notwithstanding Paragraph 8 D. 1) through 3), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a disabled veteran business enterprise prior to that death or certification of a permanent medical disability, and solely for the purposes of any contract entered into before that death or certification, that business shall be deemed to be a disabled veteran business enterprise for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons.
- E. Disabled Veteran Business Enterprise Contractor, Subcontractor, or Supplier: Any person or entity that has been certified by the Department of General Services pursuant to Military and Veterans Code Section 999 et seq. and that performs a “commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:
- 1) A person or entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:
 - a. Is responsible for the execution of a distinct element of the work of the contract.
 - b. Carries out the obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for its business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price,

determining quality and quantity, ordering, installing, if applicable, and making payment.

- 2) A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
 - F. Equipment: Any piece of equipment that is used or provided for rental to any state agency, department, officer, or other state governmental entity, including equipment for which operators are provided.
 - G. Equipment Broker: Any broker or agent who rents equipment to an awarding department.
 - H. “Foreign corporation,” “foreign firm,” and “foreign-based business” means a business entity that is incorporated or has its principal headquarters located outside the United States of America.
 - I. Goal: A numerically expressed objective that awarding departments and contractors are required to make efforts to achieve.
 - J. Management and Control: Effective and demonstrable management of the business entity.
9. DVBE Coordinator:
- A. For questions regarding the DVBE goal or incentive, contact:

CA Department of Water Resources
Division of Engineering
715 P Street
Sacramento, CA 95814
Attention: DVBE Coordinator
E-mail: DOE_Specs@water.ca.gov

Instructions for DVBE Goal and Incentive

DOCUMENT 00 21 26-3

DVBE PERCENTAGE ACHIEVED AND CERTIFICATION OF TOTAL
PAYMENTS TO PRIME CONTRACTOR

(Submit this information to the Engineer within 60 days from receipt of the
final contract payment)

Contractor: _____ Phone No.: _____
Specification No.: _____ Contract No.: C _____
FEIN: _____ Address: _____
Department: _____ Date Contract Completed: _____
Date Final Payment Received: _____ Contract Award Amount: _____
Contract Received Amount: _____ DVBE Name: _____
DVBE Address: _____
DVBE Certification No.: _____ Total Contract Amount to DVBE: _____
Total Payment Amount to DVBE: _____ Variance: _____

1. In accordance with Government Code section 14841, the above-named contractor achieved the following **actual** percentage of DVBE participation on this contract:

_____ Percent

(Total Dollars Paid to DVBEs / Gross Earnings from Final Construction Estimate x 100). Round percentage to two decimal places.

2. In accordance with Military and Veterans Code section 999.5 (d) I certify that the above-named contractor has received the total amount listed below for participation on this contract:

Total amount received: \$ _____

- a) In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000. Refer to Military and Veterans Code section 999.5 (d).
- b) Total amount received may exclude Department withholdings for liquidated or other damages, stop notices, or other demands to withhold.

Signature of Authorized Contract Representative: _____

Printed Name: _____ Date: _____

END OF DOCUMENT

DOCUMENT 00 21 27

INSTRUCTIONS FOR IN-USE OFF-ROAD DIESEL FUELED VEHICLE LIST

1. IN-USE OFF-ROAD DIESEL FUELED VEHICLE LIST

A. Code Reference: Title 13, California Code of Regulations § 2449 et seq.

B. Forms:

1) Document 00 44 51 – In-Use Off-Road Diesel Fueled Vehicle List Form.

a. Complete and submit with your bid the In-Use Off-Road Diesel Fueled Vehicle List form for each fleet used by you and your subcontractors to perform the Work pursuant to 13 CCR § 2449 et seq.

b. Failure to list a fleet used by you or your subcontractors to perform the Work on the In-Use Off-Road Diesel Fueled Vehicle List form may result in a nonresponsive bid.

2) Certificate of Reported Compliance (13 CCR § 2449, subdivision (n))

a. For each fleet listed on Document 00 44 51 – In-Use Off-Road Diesel Fueled Vehicle List Form submit within 10 days of Bid Opening a valid Certificate of Reported Compliance.

b. Failure to submit the Certificate of Compliance for a fleet listed on the In-Use Off-Road Diesel Fueled Vehicle List form may result in a nonresponsive bid.

END OF DOCUMENT

DOCUMENT 00 30 00

AVAILABLE INFORMATION

1. DATA AVAILABLE

- A. Data will be furnished electronically, for information purposes only, at the following site:

<https://cosmos.water.ca.gov/>

1) General Prevailing Wage Determinations:

- a. General Prevailing Wage Determinations Basic Trades (Statewide) Index 2026-1.
- b. General Prevailing Wage Determinations Basic Trades (Northern) Index 2026-1.
- c. General Prevailing Wage Determinations Basic Trades (Southern) Index 2026-1.
- d. General Prevailing Wage Determinations Shift Differential Pay Index 2026-1.
- e. General Prevailing Wage Determinations Subtrades Index 2026-1.

2) Environmental Documents, Permits and References related to this project:

- a. California Environmental Quality Act. Notice of Exemption. for Check 17 Structural Modifications. July 7, 2025. SCH No. 2025070370.
- b. National Environmental Policy Act. Categorical Exemption. Check 17 Structural Modifications. June 25, 2025.

END OF DOCUMENT

DOCUMENT 00 41 01

BID SCHEDULE

CONTRACT TITLE: Check Structure 17 – Structural Modifications, San Luis Canal

DWR CONTRACT NO.: C51696

DWR SPECIFICATION NO.: 26-07

BIDDER'S NAME:
(Name style as recorded on CA Contractor's License)

NOT TO BE USED FOR BIDDING PURPOSES

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
1	01 55 26	Temporary Traffic Control and Public Safety	1	JOB	LUMP SUM	
2	01 71 13	Mobilization and Demobilization	1	JOB	LUMP SUM	
3	02 60 00	Contaminated Site Material Removal	1	JOB	LUMP SUM	
4	05 50 00	Gate Cradle Frame	1	JOB	LUMP SUM	
5	07 91 16	Bearing Pad	1	JOB	LUMP SUM	
6	31 00 00	Excavation and Compaction	75	CY		
7	31 05 19	Geotextile Fabric	200	SY		
8	31 23 19	Dewatering	1	JOB	LUMP SUM	
9	32 11 23	Aggregate Base	65	TON		
10	32 31 00	Barbed Wire Fence Removal and Reinstallation	60	LF		
11	32 31 00	Swing Gate Removal and Reinstallation	1	EA		
12	35 01 01	Removal and Disposal of Radial Gate	3	EA		
13	35 01 01	Removal and Salvage of Radial Gate	1	EA		
14	35 20 14	Stoplog Refurbishment and Transportation	1	JOB	LUMP SUM	
TOTAL						

END OF DOCUMENT

*Section where contract item is defined

BID FORM

DOCUMENT 00 43 36

SUBCONTRACTORS FORM

SPECIFICATION NO.: 26-07

CONTRACTOR: _____

Name and Location of Subcontractor	CSLB License No. & DIR Registration No.	Items or Portions of Work to be Performed

Requirements:

In accordance with Public Contract Code section 4100 et seq., the bidder shall list, in the space provided on this form, the name, location of the place of business, California contractor license number, and DIR registration number of each subcontractor who will perform any portion of the work in an amount in excess of one-half of one percent of the total amount of the bid, and the portion of the work which each is to perform.

In accordance with Labor Code section 1725.5, all subcontractors identified must be DIR registered contractors at time of bid opening or become registered within 24 hours of bid opening pursuant to Labor Code section 1771.1.c(1) or (2). Contractors awarded the contract with a subcontractor not DIR registered must comply with section 1771.1(c)(3) without adjustment for contract time or contract price.

Additionally, in accordance with Public Contract Code section 4100 et seq. and section 10115.12, the bidder shall list, in the space provided on this form, the name, location of the place of business, and California contractor license number of each DVBE subcontractor who will be used by the bidder to fulfill DVBE participation and who will perform any portion of the work in an amount in excess of one-half of one percent of the total amount of the bid, and the portion of the work which each DVBE is to perform.

DOCUMENT 00 44 27

BIDDER DECLARATIONS AND CERTIFICATIONS

1. The bidder agrees, if this bid is accepted, to contract with the Department of Water Resources and furnish the required contract bonds and certificate of liability insurance in the manner and within the time specified. The bidder further agrees that the only parties participating in this bid as principals are those named herein; that this bid is made without collusion with any other party; and that the bidder is fully aware of the requirements and obligations pertaining to the following declarations and certifications. PCC refers to Public Contract Code.

2. Bidder Declarations

A. Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? (PCC § 10162)

☐ Yes ☐ No

--

If yes, please explain the circumstances.

B. The bidder ☐ has ☐ has not been convicted within the preceding three years of any offenses referred to in PCC § 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in PCC § 1101, with any public entity, as defined in PCC § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in PCC § 10285.1. If the bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below. (PCC § 10285.1)

--

C. Bidder Responsibility (PCC § 1103)

- i. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

a. ☐ Yes ☐ No

- ii. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

a. ☐ Yes ☐ No

- iii. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

a. ☐ Yes ☐ No

- iv. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

--

3. Bidder Certifications

- A. Under PCC § 6101, the bidder certifies compliance with state and federal law respecting the employment of undocumented workers.
- B. Under PCC § 6109, the bidder certifies that the bidder and its subcontractors are currently registered and eligible to perform work on a public works project.
- C. Under PCC § 10164, the bidder certifies that it has a valid license in the appropriate classification for the work to be performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board.
- D. Under PCC § 10186, unless specifically exempted, the bidder will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment.
- E. Under PCC § 10232, the bidder swears that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.
- F. Under PCC §2010, the bidder certifies compliance with the following:
 - 1) CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
 - 2) EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

Bidder Declarations and Certifications

2. By signing below, the bidder swears that it is duly authorized to legally bind the bidder to the above described declarations and certifications and is fully aware that the certifications and declarations are made under penalty of perjury under the laws of the State of California.

CONTRACTOR'S NAME: _____
(as recorded on California Contractor's License)

DIR Registration No.: _____

California Contractor's License No.: _____

Expiration Date: _____

Contractor's Federal Employer I.D. No.: _____

If the contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on its behalf and the corporate seal; if the contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on its behalf; and if the contractor is an individual, the signature shall be placed below.

BUSINESS ADDRESS:

By:

SIGNATURE DATE

PRINTED NAME TITLE

COMPANY

END OF DOCUMENT

DOCUMENT 00 44 28

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

_____, at _____, _____."
(Date) (City) (State)

SIGN HERE ► _____
SIGNATURE

PRINTED NAME

DOCUMENT 00 44 30

BIDDER'S BOND

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

We
.....
.....
..... as PRINCIPAL, and
.....
.....

as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the State of California, acting by and through the Department of Water Resources, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety here-

under exceed the sum of \$.....

THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

....., California, on.....
(Insert only, name of city where bid will be opened) (Insert date of bid opening)
for

.....
(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this
day of....., A.D. 20.....

.....
.....
Contractor

.....
.....
Name of Surety

By
Attorney-in-Fact

[[Seal]]

Address

Telephone No.

NOTE: Signatures of those executing for the surety must be properly acknowledged.

DOCUMENT 00 44 41

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST
FOR CONSTRUCTION CONTRACTORS ONLY

(THIS FORM MUST REMAIN WITH THE BID PACKAGE)

THE UNDERSIGNED HEREBY REQUESTS PREFERENCE AS A "SMALL BUSINESS" AND FURTHER CERTIFIES UNDER PENALTY OF PERJURY, THAT THE FIRM STILL MEETS THE REQUIREMENTS OF SECTION 1896.12 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS, AND HAS BEEN APPROVED BY THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION, SMALL BUSINESS AND DVBE CERTIFICATION TO QUALIFY FOR THE SMALL BUSINESS PREFERENCE. THE UNDERSIGNED FURTHER DECLARES, UNDER PENALTY OF PERJURY, THAT IF THE LOWEST RESPONSIBLE BID EXCEEDS \$100,000 AND THE WORK TO BE PERFORMED REQUIRES A **CLASS A** OR **CLASS B** CONTRACTOR'S LICENSE AND 2 OR MORE SUBCONTRACTORS WILL BE USED, THAT AT LEAST 50 PERCENT OF THE SUBCONTRACTORS TO BE UTILIZED ON THE PROJECT ARE EITHER CERTIFIED SMALL BUSINESS OR HAVE APPLIED FOR SMALL BUSINESS CERTIFICATION BY BID OPENING DATE AND ARE SUBSEQUENTLY GRANTED SMALL BUSINESS CERTIFICATION. AN APPROVED FORM STD. 812 MUST BE ON FILE IN THE SMALL BUSINESS AND DVBE CERTIFICATION OFFICE BY 5:00 P.M. OF THE BID OPENING DATE. FORM STD. 812 MAY BE OBTAINED FROM THE SMALL BUSINESS AND DVBE CERTIFICATION OFFICE, 707 THIRD STREET, 1ST FLOOR, ROOM 400, WEST SACRAMENTO, CA 95605, TELEPHONE: (916) 375-4940.

IMPORTANT NOTICE (Read before signing)

THE "SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST" MUST BE SIGNED IN THE SAME NAME STYLE IN WHICH THE BIDDER IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD. BIDDERS BIDDING JOINTLY OR AS A COMBINATION OF SEVERAL BUSINESS ORGANIZATIONS ARE ESPECIALLY CAUTIONED THAT SUCH BIDDERS MUST BE JOINTLY LICENSED AND APPROVED IN THE SAME STYLE IN WHICH THE BID IS EXECUTED.

Legal Name Style of Bidder(s)

Signature of Bidder

Date

IN THE EVENT THE BIDDER HAS RECEIVED ASSISTANCE IN OBTAINING BONDING FOR THIS PROJECT, BIDDER SHALL SET FORTH THE NAME AND NATURE OF THE FIRM PROVIDING SUCH ASSISTANCE. IF THE FIRM IS LISTED AS A SUBCONTRACTOR, BIDDER SHALL SET FORTH THE PERCENTAGE OF THE CONTRACT TO BE PERFORMED BY THE SUBCONTRACTOR.

Name of Firm

Subcontractor

☐

Yes

☐

No

Percentage

SPECIAL ATTENTION IS DIRECTED TO SECTION 1896.18 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS FOR PENALTIES FOR FURNISHING INCORRECT SUPPORTING INFORMATION IN OBTAINING PREFERENCE.

Department of General Services, Procurement Division
Small Business Certificate

DOCUMENT 00 44 42

DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION
SMALL BUSINESS CERTIFICATE

DOCUMENT 00 44 43

CALIFORNIA COMPANY PREFERENCE FORM

For use on Construction Contracts for which
a California Contractors License is required.

Failure to fill out and sign this form may be cause for rejection of your bid.

The undersigned hereby states that it is or is not as designated below a
"California company" in accordance with Document 00 21 25 – Instructions for
California Company Preference. (Check the appropriate box.)

I am a "California company".

☐

I am not a "California company".

☐

If "I am not a "California company" was
checked, indicate your state of residence,
and the amount of preference given to
local contractors in your state of residency
on its public entity construction contracts.

State of _____
Preference _____
percent _____
Maximum dollar _____
Amount _____

Please explain if neither percent nor dollars is used to determine amount
of preference.

I declare under penalty of perjury under the laws of the State of California
that the foregoing is true and correct.

Date: _____

(Signature of Bidder)

Request for Non-Small Business Bid Preference

DOCUMENT 00 44 44

REQUEST FOR NON-SMALL BUSINESS BID PREFERENCE

(THIS FORM MUST REMAIN WITH THE BID PACKAGE)

The undersigned hereby requests a five percent (5%) bid preference by doing all of the following:

1. Committing to at least 25 percent California certified small business subcontractor/supplier participation on this contract; and
2. Completing and signing this form (Document 00 44 44) in the same name style in which the bidder is licensed by the contractors state license board. Bidders bidding jointly or as a combination of several business organizations are cautioned that such bidders must be jointly licensed and approved in the same style in which the bid is executed; and
3. Completing and submitting Document 00 44 44-1 – California Certified Small Business Subcontractors and Suppliers, with the bid.
4. Each certified small business must perform a "commercially useful function" in the performance of the contract as defined in [Government Code § 14837\(d\)\(4\)](#). Small business bids cannot be displaced by non-small business bids when applying any applicable lawful preferences.

Legal Name Style of Bidder(s): _____

Signature of Bidder _____ Date _____

Attach: Document 00 44 44-1

Bidder is also cautioned to ensure that each small business subcontractor/supplier has executed a copy of Document 00 44 44-2 – Small Business (SB): Certification of Commercially Useful Function, and to attach such certifications to this form.

Special attention is directed to [section 1896.18 of title 2, California Code of Regulations](#) for penalties for furnishing incorrect supporting information in obtaining preference.

Request for Non-Small Business Bid Preference
California Certified Small Business Subcontractors/Suppliers

DOCUMENT 00 44 44-1

CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTORS/SUPPLIERS

Company Name, Address, & Phone Number	Description of Work to be Performed	\$ Amount or Percentage of Work

Attach additional pages if necessary

Request for Non-Small Business Bid Preference
Small Business (SB): Certification of Commercially Useful Function

State of California

DOCUMENT 00 44 44-2

SMALL BUSINESS (SB): CERTIFICATION OF COMMERCIALLY USEFUL
FUNCTION (PAGE 1 OF 2)

Notice to Bidder: In accordance with Document 00 21 22, Paragraph 1.B.5), bidder is strongly urged to insure that, prior to listing a SB on Document 00 44 44-1, each SB execute a certification of "commercially useful function," and to submit such certification with bidder's documentation of goal attainment. This document may be used for such purpose. (Make additional copies of the blank form as needed.)

In accordance with [Government Code 14837](#), and implementation of [Senate Bill 1510 \(Wright\)](#) Commercially Useful Function effective January 1, 2013, a certified small business or micro business is deemed to perform a "commercially useful function," as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

- A. A person or entity is deemed to perform a commercially useful function if a person or entity does all of the following:
 - 1) Is responsible for the execution of a distinct element of the work of the contract.
 - 2) Carries out the obligation by actually performing, managing, or supervising the work involved.
 - 3) Performs work that is normal for its business services and functions.
 - 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - 5) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- B. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB participation. — — — — —
(continued on next page)

Request for Non-Small Business Bid Preference
Small Business (SB): Certification of Commercially Useful Function

State of California

DOCUMENT 00 44 44-2

SMALL BUSINESS (SB): CERTIFICATION OF COMMERCIALLY USEFUL
FUNCTION (PAGE 2 OF 2)

Specification No.: _____

Title: _____

The undersigned SB owner or officer certifies that the SB listed below will perform a commercially useful function as defined in [Government Code 14837](#) and implementation of [Senate Bill 1510 \(Wright\)](#) Commercially Useful Function effective January 1, 2013.

Name of SB: _____

Work to be Performed: _____

Signature of SB Owner or Officer: _____

Title: _____

Date Signed: _____

Department of General Services SB Certification Number: _____

Department of General Services SB Certification Date: _____

END OF DOCUMENT

DOCUMENT 00 44 45
DVBE PARTICIPATION

Bidder must complete the table below and sign to qualify for DVBE goal attainment or DVBE incentive and must list, on Document 00 43 36 – Subcontractors Form, subcontractors performing greater than one-half of one percent of the work

Spec. No. & Title: _____

Bidder: _____

Phone: _____

DVBE Name, Address, Phone Number (Identify Second and Lower Tiers)	Description of Work or Services to be Subcontracted or Materials to be Provided	Bid Item No.	DGS DVBE Cert. #	Dollars Committed	Percent of Bid	Listed as Subcontractor on Doc. 00 43 36?	Expected DVBE Start- Work Date

TOTALS				DWR Check			
DVBE	\$	%					

Bidder's Signature _____

Bidder's Printed Name _____

Date _____

Attach Additional Sheets as Needed – Sign and Date Each Sheet

DOCUMENT 00 44 47

DVBE: BROKER OR AGENT

Specification No.: _____

Title: _____

Note to Bidder: This form must be completed and signed by each DVBE prime contractor who is a broker or agent. Make additional copies of the blank form as needed.

A DVBE that is a broker or agent and that obtains a contract by the Department pursuant to Military and Veterans Code section 999.2 (a) shall disclose to the Department that the business is a broker or agent. This disclosure shall be signed and executed by each DVBE owner and manager of the enterprise. Reference: Military and Veterans Code section 999.2 (f).

I declare that the following DVBE is a broker or agent:

Name of DVBE Broker or Agent

Principal for whom the DVBE is acting as a broker or agent:

Principal Name

Principal Address

Principal Telephone Number

Signature of DVBE Owner(s)

Executed: _____
Date

Signature of DVBE Manager

Executed: _____
Date

DOCUMENT 00 44 48 (Page 1 of 2)

DVBE: DECLARATIONS – EQUIPMENT RENTAL

Specification No.: _____

Title: _____

Notice to Bidder: This two-page form must be completed and signed by each DVBE prime contractor that rents equipment (including equipment plus operator) to the Department.

Such DVBE shall be deemed to be an equipment broker unless one or more disabled veterans has 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall submit the following declaration. Reference: Military and Veterans Code section 999.2 (c).

Equipment (including equipment plus operator) which the Department rents from an equipment broker cannot be credited toward DVBE participation. Reference: Military and Veterans Code section 999.2 (e).

Make additional copies of the blank form as needed.

Equipment to be used in this contact:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(continued on next page)

DOCUMENT 00 44 48 (Page 2 of 2)

DVBE: DECLARATIONS – EQUIPMENT RENTAL

Specification No.: _____

Title: _____

I declare the following:

- 1) that I am a disabled veteran owner of the following equipment:

<u>Equipment</u>	<u>Percent Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Address

Telephone Number

Tax ID #

Have you submitted your federal income tax returns to the Department of
General Services pursuant to Military and Veterans Code section 999.2 (g)?

_____ Yes

_____ No

Signature of Disabled Veteran Owner

Date Signed

DVBE: Declarations of Meeting and Maintaining
Requirement of a DVBE – Equipment Rental

DOCUMENT 00 44 49

DVBE: DECLARATIONS OF MEETING AND MAINTAINING
REQUIREMENT OF A DVBE – EQUIPMENT RENTAL

Specification No.: _____

Title: _____

Notice to Bidder: A DVBE prime contractor that rents equipment (including equipment plus operator) to the Department shall submit to the Department a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE. Reference: Military and Veterans Code section 999.2 (d).

Equipment (including equipment plus operator) that the Department rents from an equipment broker cannot be credited toward DVBE participation. Reference: Military and Veterans Code section 999.2 (e).

Make additional copies of the blank form as needed for each DVBE owner and/or manager.

The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.

Piece of Equipment identified on Page 1, Document 00 44 48:

I declare that (DVBE Name) _____,
obtained this contract by representing that the enterprise was a DVBE meeting
and maintaining all of the requirements of a DVBE.

Address

Telephone Number

Tax ID #

Signature of DVBE Owner

Date Signed

Signature of DVBE Manager

Date Signed

DVBE: CERTIFICATION OF COMMERCIALY USEFUL FUNCTION

Notice to Bidder: In accordance with Document 00 21 26, Paragraph 2.I, bidder is strongly urged to insure that, prior to listing a DVBE on Document 00 44 45, each DVBE execute a certification of "commercially useful function," and to submit such certification to the Department. Document 00 44 50 may be used for such purpose.

Make additional copies of the blank form as needed.

In accordance with Document 00 21 26, Paragraph 8.E. 1) and 2) (reference Military and Veterans Code section 999 (b) (5) (B)), a DVBE contractor, subcontractor, or supplier is any person or entity that has been certified by the Department of General Services pursuant to Military and Veterans Code section 999 et seq. and that performs a "commercially useful function," as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

- 1) A person or entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:
 - a. Is responsible for the execution of a distinct element of the work of the contract.
 - b. Carries out the obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for its business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 2) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

(continued on next page)

DVBE: Certification of Commercially Useful Function

DOCUMENT 00 44 50 (Page 2 of 2)

DVBE: CERTIFICATION OF COMMERCIALY USEFUL FUNCTION

Specification No.: _____

Title: _____

The undersigned DVBE owner or officer certifies that the DVBE listed below will perform a commercially useful function as defined in Document 00 21 26, Paragraph 8.E. 1) and 2). Reference: Military and Veterans Code section 999 (b) (5) (B).

Name of DVBE

Work to be Performed

Signature of DVBE Owner or Officer

Title

Date Signed

Department of General Services
DVBE Certification Number: _____

Department of General Services
DVBE Certification Date: _____

Department of General Services
Certification Expiration Date: _____

In-Use Off-Road Diesel Fueled Vehicle List

DOCUMENT 00 44 51

IN-USE OFF-ROAD DIESEL FUELED VEHICLE LIST

Specification No.: _____

Title: _____

Bidder: _____

Under 13 CCR § 2449 et seq., list the fleet name and Off-Road Diesel Fleet Identification (DOORS ID) number for every fleet used by you or you subcontractor to perform the work below.

☐ Check here if all fleets used to perform work are not subject to 13 CCR § 2449 et seq. Submit the blank form as part of the bid.

Fleet Name	DOORS ID Number

For each fleet listed in the above table, submit a valid Certificate of Reported Compliance within 10 days of Bid Opening.

END OF DOCUMENT

CONTRACTING REQUIREMENTS

DOCUMENT 00 52 00

CONTRACT FORM

CHECK STRUCTURE 17
STRUCTURAL MODIFICATIONS
SAN LUIS CANAL
STATE WATER FACILITIES
SAN LUIS FIELD DIVISION
FRESNO COUNTY
CALIFORNIA
SPECIFICATION NO. 26-07
CONTRACT NO. C51696

THIS CONTRACT, made in accordance with the provisions of the State Contract Act and other applicable laws of the State of California, is entered into between the State of California, acting by and through its Department of Water Resources (Department), and _____ (Contractor).

WITNESSETH, That the Department and the Contractor mutually agree as follows:

ARTICLE I. – This contract includes and incorporates by this reference the notice to contractors and Contractor's bid for the above-named project, the contract bonds and any affiliate agreement entered into for the purpose of bidding on the project, the drawings and specifications for such project, all addenda to the above documents, and all authorized changes therein. All definitions stated in the General Conditions shall apply herein.

ARTICLE II. – The Contractor shall provide and furnish, except as otherwise expressly provided in the specifications, all materials, equipment, labor, services, methods, processes, construction materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete in a skillful, workmanlike and orderly manner, in accordance with the drawings, specifications and all other parts of this contract, and to the satisfaction of the Engineer, all of the facilities specified, indicated, shown, or contemplated by the drawings, specifications and other parts of this contract as comprising and necessary for completion of the above-named project, and shall perform all other obligations imposed by this contract.

ARTICLE III. – The Department shall pay to the Contractor, and the Contractor shall accept, as full compensation for performance of obligations under ARTICLE II and for all risks and liabilities in connection therewith, the prices set forth in the Contractor's bid, all in accordance with and subject to the express terms and conditions of the specifications, the Contractor's bid, and other parts of this contract, and the Department shall perform all other obligations imposed upon it by this contract.

ARTICLE IV. – This contract shall apply to and bind the successors and assigns to the parties hereto.

IN WITNESS WHEREOF, this contract has been executed by the parties hereto.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Director of Water Resources

By _____

Title Manager, Division of Engineering

Date Signed _____

Name of Contractor

License No. _____

By _____

Title _____

Date Signed _____

Approved as to Funds:

Manager, Division of Fiscal Services

I hereby certify that I have examined the contract and find it to be in accordance with the provisions of the State Contract Act.

Assistant General Counsel

DOCUMENT 00 61 13

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

PERFORMANCE BOND

WHEREAS, The State of California acting by and through the

....., has awarded
(insert name of the Department awarding the contract)
to
as principal hereinafter designated as the "Contractor," a contract for

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of
..... dollars
(\$.....), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its heirs, executors administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this
day of, 20.....

.....
Contractor

.....
Name of Surety

By
Attorney-in-Fact

[[Seal]]

NOTE: Signatures of those executing for the surety must be properly acknowledged.

DOCUMENT 00 61 14

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

PAYMENT BOND

WHEREAS, The State of California acting by and through the

....., has awarded
(insert name of the Department awarding the contract)

to
as Contractor, a contract for the work described as follows:

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the amount required by law, the sum of dollars (\$.....), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, it or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

IN WITNESS WHEREOF, We have hereto set our hands and seals on this day of 20.....

Contractor

Name of Surety

By Attorney-in-Fact

Address

Telephone No.

[[Seal]]

NOTE: Signatures of those executing for the surety must be properly acknowledged.

GENERAL CONDITIONS

APRIL 2020

SECTION 00 71 00
ABBREVIATIONS AND DEFINITIONS

GENERAL CONDITIONS
April 2020

1. ABBREVIATIONS: Wherever the following abbreviations are used in the contract the meaning shall be as indicated:

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AFBMA	Anti-Friction Bearing Manufacturers Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISE	Association of Iron and Steel Engineers
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers

Abbreviations and Definitions

ASNT	American Society for Nondestructive Testing, Inc.
ASTM	American Society for Testing and Materials or ASTM International
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BMP	Best Management Practices
Cal/OSHA	California Department of Industrial Relations Division of Occupational Safety and Health
CBC	California Building Code
CFC	California Fire Code
CMAA	Crane Manufacturer Association of America
CMC	California Mechanical Code
CPC	California Plumbing Code
CPMB	Concrete Plant Manufacturer's Bureau
CRD	Department of the Army, Corps of Engineers, Handbook for Concrete and Cement
CSFM	California State Fire Marshal
CSI	The Construction Specification Institute
DIR	California Department of Industrial Relations
EIA	Electronic Industries Association
FM	Factory Mutual Testing Lab
ICEA	Insulated Cable Engineers Association
ICC	Interstate Commerce Commission
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
MSS	Manufacturer's Standardization Society of Valve and Fittings Industry, Inc.

NACE	National Association of Corrosion Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation or NSF International
SAE	Society of Automotive Engineers
SDS	Safety Data Sheets
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories Inc.
USBR	United States Bureau of Reclamation
WCLB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

2. DEFINITIONS: Wherever the following terms are used in the contract the meaning shall be as indicated:

Acceptance	The formal written acceptance of the Work by the Director or their authorized representative.
Approved, Directed, or Ordered	Approved, directed, or ordered by the Engineer, unless otherwise indicated.
Bid	The offer of a bidder to perform the Work in accordance with the Contract.
Bid Documents	The Notice to Contractors, Bid Form, and Bidder's Agreement and all documents attached thereto or described therein and any affiliate agreement entered into for the purpose of bidding on the project.
Caltrans Specifications	The Standard Specifications of the State of California Department of Transportation (Caltrans) in effect as of the date of award of the Contract.
Change	A modification to the Work ordered in writing by the Engineer.

Change Order	A written order issued by the Engineer used to determine adjustments in the Contract based on a Change or an adjustment in compensation or time.
Construction Equipment	Equipment used for performance of the Work, but not incorporated into the Project.
Contract	The written agreement between the Contractor and the Department that includes and incorporates by reference, the Notice to Contractors, Introductory Information, Bidding Requirements, Bid Form, Bid Documents, the Contract Bonds, and any affiliate agreement entered into for the purpose of bidding on the project, the Drawings, Contracting Requirements, General Conditions, Division 1 (General Requirements) through Division 49 (Reserved), and all Appendices, Addenda, Information Letters, and Change Orders.
Contractor	The entity which has entered into the Contract with the Department.
Contract Prices	The prices for the Work set forth in the Contract.
Critical Path	The longest path of activities associated with each specified time of completion listed in the Contract and any adjustments thereof, where the total float is less than or equal to zero.
Days	Calendar days, unless otherwise indicated.
Department	California Department of Water Resources (DWR).
Deputy Director	The Department's Deputy Director who is delegated the responsibility for coordinating and directing the activities and functions under the Contract.
Department-owned Float	Time saved on the Critical Path by actions of the Department.
Director	Director of the Department
Drawings	Drawings shown on the list of drawings; or included in Document 00 01 15 – List of Drawing Sheets ; and addenda; supplemental drawings; and revised drawings.
Engineer	The Department's Division Manager delegated by the Deputy Director acting either directly or through authorized representatives within the scope of delegated authority.

Equipment	Equipment incorporated or to be incorporated into the Project.
Float	The amount of time that an activity in the project schedule can be delayed without causing a delay to the Critical Path.
Materials	Materials incorporated or to be incorporated into the project.
Project	All Work to be accomplished under the Contract.
Shown	Shown on the Drawings, unless otherwise indicated.
Specifications	The instructions and requirements complemented by the Drawings, provided by the Department, as found in Division 1 (General Requirements) through Division 49 (Reserved) , including all Appendices and Addenda thereto, which describe the work to be performed, standards of workmanship, and the quantities, qualities and types of materials to be furnished.
State	The State of California.
State Contract Act	Public Contract Code Sections 10100 through 10285.5.
Subcontractor	An entity that contracts with the Contractor or another subcontractor to perform work.
Supplier	An entity that contracts with the Contractor, a subcontractor, or another supplier to furnish materials or equipment for the Project.
Work	Everything required to fulfill the obligations of the Contract or any portion thereof including, but not limited to, all field work including labor, materials, equipment, services, plant establishment, and maintenance; submittals; schedules; reports; information; data; spare parts; guarantees; warranties; and all other deliverables and obligations required under the Contract to the satisfaction of the Engineer.
Working Drawings	Drawings prepared by the Contractor to complete the Project.
Work Site	The area to be occupied by the Project and areas occupied or used by the Contractor, subcontractors, or suppliers for performance of the Work.

END OF DOCUMENT

DOCUMENT 00 72 41

HEALTH AND SAFETY REQUIREMENTS

1. SAFETY VISION: Safety is integrated into the Department's culture. The Department is committed to the safety of our employees, partners, and the public. The Department's goal is to eliminate occupational injuries and illnesses.
2. SAFETY PREQUALIFICATIONS: If the specified pre-bid safety prequalification thresholds were not met, provide a competent, full-time person or representative responsible for safety throughout performance of the Work. You are not relieved of this requirement based on the results of any subsequent pre-bid safety pre-qualification that may occur during the performance of the Work under this Contract. Submit to the Engineer the name, qualifications, and contact information for the responsible safety person prior to the start of sitework.
3. APPLICABLE LAWS AND REGULATIONS: Keep informed of and comply with all ordinances, rules, regulations and laws applicable to performance of the Work including, but not limited to, California Code of Regulations (CCR) Title 8, Industrial Relations.
4. CONTROLLING EMPLOYER: You are the controlling employer and must ensure hazardous conditions are corrected in accordance with Labor Code Section 6400. The Department is not responsible for the health and safety of the Contractor's, Subcontractors, or Suppliers personnel or any other persons present at the job site at the request of the Contractor or its Subcontractors.
5. FAILURE TO COMPLY WITH SAFETY REQUIREMENTS: The Engineer may order immediate action, including a Stop Work Order, to correct conditions which endanger any person or property, or any cultural, paleontological, environmental, or biological resource including plants and animals. Such order may be verbal or written. If you fail to immediately comply with such order, the Engineer may take any action necessary to prevent or mitigate injury, loss, or damage. Your failure to comply with specified safety requirements, laws, or regulations will be considered Defective Work under Document 00 72 45, Paragraph 9.
6. INJURY AND ILLNESS PREVENTION
 - A. Injury and Illness Prevention Plan (IIPP): Prepare and submit to the Engineer a written Cal/OSHA compliant IIPP 15 days prior to the start of sitework. Designate a single point of contact for all safety related communications in the IIPP. Keep the IIPP available at the Work Site.

- B. Written Safety Program and Code of Safe Practices: Submit a copy of your Written Safety Program and the Code of Safe Practices 15 days prior to the start of sitework. Keep the Code of Safe Practices made available at the Work Site.
- C. Incident Reports:
 - 1) Submit reports of injury and illness at the Work Site which result in death, injury, hospitalization, damage to property, or cases of occupational disease. Submit an initial report within 24 hours of the incident followed by a detailed report that addresses causation and measures implemented to prevent future occurrences.
 - 2) Report near miss incidents within 8 hours of the incident. A near miss incident is a close call that has the potential for injury or property loss.
 - 3) Reports will be considered confidential to the extent permitted by law and will be used solely to develop information for use in prevention of future injury and illness.
- D. Monthly Summary Reports:
 - 1) Submit by the 20th of each month on Department-furnished forms for you and your Subcontractors, a summary report showing:
 - a. Number of employees;
 - b. Employee-hours of work exposure;
 - c. Number of OSHA recordable incidents;
 - d. Number of lost-time injuries; and
 - e. Work days lost.
- E. Training/Safety Instructions for Employees: Provide effective training to workers and meet Cal/OSHA training requirements that apply to the Work activities being performed. Submit copies of any and all training records within 48 hours of the Department's request.
- 7. PRE-WORK SAFETY PLAN (PWSP): Fifteen days prior to beginning sitework, submit a site-specific PWSP that includes a site description, scope of Work, sequence of events, identification of potential risks and hazards, discussion of mitigation or risk reduction methods, and a list of actionable measures. A sample PWSP form is located in Appendix I. Keep the PWSP available at the Work Site.

8. SITE-SPECIFIC EMERGENCY RESPONSE PLAN

- A. Fifteen days after receipt of the Notice to Begin Work, submit a site-specific Emergency Response Plan (ERP).
- B. Include in the ERP a description of the procedures to be followed in case of any emergency, injury, or illness.
- C. Include the identification and telephone numbers of:
 - 1) Emergency medical, police and fire services;
 - 2) Personnel trained in First Aid/CPR/AED and hazmat spill response; and
 - 3) Emergency response representative.
- D. Include the location of first aid supplies and hazardous material spill containment equipment and supplies.
- E. Keep the ERP available at the Work Site.

9. FIRE PREVENTION AND CONTROL PLAN

- A. Fifteen days prior to beginning sitework, submit a Fire Prevention and Control Plan (FPCP) in compliance with the California Fire Code (CFC) Chapter 33. Include in the FPCP measures, policies, and emergency procedures developed in consultation with state and local fire protection services for preventing and controlling any fire that may occur at the Work Site:
 - 1) Fire prevention procedures during the alteration or demolition of any structures, including underground locations.
 - 2) Current emergency telephone numbers, an area map, and access for firefighting and other fire prevention and control services.
 - 3) Procedures for maintaining contact with local firefighting services for updates on fire conditions, and how such fire conditions will be communicated to the Contractor's employees and the Department during times of elevated fire danger.
 - 4) Include the following requirements or explain why they have not been included:
 - a. Remove combustible debris, rubbish, and waste materials from buildings at the end of each work shift and do not dispose by burning.

Health and Safety Requirements

- b. Store flammable substances and materials susceptible to spontaneous ignition in an approved storage or disposal container.
- c. No fires are allowed at the Work Site.
- d. Allow smoking only in enclosed vehicles or in areas designated for smoking that have been cleared of vegetation.
- e. Maintain appropriate fire suppression equipment at the Work Site, including an all-wheel drive water truck or fire truck with a water tank of at least 3,000-gallon capacity. Maintain the truck's water tank full and do not use as a source of construction water without prior written approval by the Engineer. Inventory fire extinguishers, shovels, and other firefighting equipment and make available at the Work Site and on construction equipment. Equip each vehicle on the right-of-way with a minimum 20-pound (or two 10-pound) fire extinguisher(s) and a minimum of 5 gallons of water in a firefighting apparatus (e.g., bladder bag).
- f. Provide a sealed fire toolbox at area point accessible in the event of fire. Stock the fire toolbox with a minimum of one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and four shovels.
- g. Equip internal combustion engines with spark arrestors. Place motorized construction equipment such that the exhausts do not discharge against combustible materials. Pipe exhausts to the outside of buildings. Fuel equipment while in non-operation and store fuel in an approved area.
- h. Equip gasoline-powered construction equipment with catalytic converters with shielding or other acceptable fire prevention features.
- i. Restrict vehicles to flagged right-of-way or temporary construction easement unless otherwise allowed in fire control procedures.
- j. Keep disturbance to the terrestrial or aquatic environment through the use of heavy construction equipment to a minimum. If a fire should start, contact the appropriate fire protection agencies immediately, and utilize heavy construction equipment only as necessary to contain the fire or protect a structure from damage. Hand crews, firefighting water trucks, or other fire control measures may be used as a first defense.

- B. Welding, Cutting and Other Hot Work: Have a Hot Work Program in place. Complete Hot Work permits and establish a fire watch established when welding, cutting, grinding, and other hot work is to be performed when fire hazards, sparks, and combustible exposures are present. Train fire watch personnel in the use of portable fire extinguishers. Welding sites and rigs are required to be equipped with fire prevention provisions, specifically a minimum 20 lb. (or two 10 lb.) fire extinguishers.
- 10. PUBLIC SAFETY: Protect the public from the hazards of the construction site including, but not limited to, staging and storage areas, vaults, tunnels, and open trenches. Include measures such as appropriate security (including the use of security guards), covering trenches, posting warning signs, installing temporary fencing, barricades, safety lights, and other measures as appropriate. Keep gates closed except when construction equipment and your employees are passing through. At the end of the work day, secure all Work areas to prevent unauthorized public access.
 - 11. JOB HAZARD ANALYSIS (JHA): Before the start of each Work shift, Survey the jobsite for hazards and use necessary safeguards to ensure that the Work is performed safely. Such hazards and safeguards are to be recorded on a JHA form and communicated to all persons at the job site including laborers, visitors, Department staff and representatives. Keep a record of all JHA forms at the Worksite.
 - 12. ENVIRONMENTAL HAZARDS
 - A. Heat Illness Prevention Plan (HIPP): Comply with the Cal/OSHA Heat Illness Prevention Standard, CCR, Title 8, Section 3395 to protect its workers against the effects of heat illness. This includes submitting an HIPP in compliance with the Cal/OSHA Heat Illness Prevention Standard. Submit a copy of your HIPP fifteen days prior to the start of sitework and keep a copy available at the Work Site. Submit copies of any and all HIPP training records within 48 hours of the Department's request.
 - B. Valley Fever: Valley Fever is an infection caused by the fungus *Coccidioides*. Valley Fever fungus has been identified by the California Department of Public Health as endemic (consistently present) in the soil in many California Counties. Include in your Pre-Work Safety Plan an assessment of its Valley Fever risk at the job site and identify adequate protection measures to be implemented by your workers and Subcontractors. When working at Work Sites in counties where Valley Fever is highly endemic (the incidence rate is greater than 20 cases per 100,000 persons per year), the comply with Labor Code Section 6709, which includes provisions for providing effective Valley Fever awareness training to all of its employees. Keep training records

available at the Work Site. Additional information can be found at the California Department of Industrial Relations website at:
<https://www.dir.ca.gov/dosh/valley-fever-home.html>.

13. EXPOSURE HAZARDS

- A. Silica Dust: Where the risk of exposure to respirable Crystalline Silica has been associated with a particular product or material or a specific process task or activity, the develop a plan to minimize or eliminate worker exposure to airborne respirable crystalline silica that is in compliance with and implements the control methods specified in CCR, Title 8, Section 1532.3. Keep a copy of the your plan available at the Work Site.
- B. Lead: Comply with the requirements of CCR, Title 8, Section 1532.1, for any construction activities that involve demolition, modification, or other disturbance of possible lead containing coatings and materials . For modification or demolition of structures, comply with the requirements of CCR, Title 17. Assume all existing paint or surface coating affixed to a component in or on a structure constructed prior to 1978 to contain lead, unless it can be determined otherwise.
- C. Asbestos:
 - 1) Comply with Labor Code Section 6501.5.
 - 2) If asbestos-containing material is found, stop Work in this area and notify the Engineer immediately.
 - 3) Comply with CCR, Title 8, Section 1529 when dealing with construction and other materials containing asbestos.
- D. Safety Data Sheets (SDS): Provide workers information on the hazardous chemicals in their Work areas, access to SDS, and training on how to use hazardous chemicals safely. Submit to the Engineer an SDS for hazardous chemicals and products used in the course of the Work. Submit all training records within 48 hours of the Engineer's request.

14. STRUCTURAL HAZARDS

- A. Confined Spaces:
 - 1) Fifteen days prior to entering any confined spaces, Submit your program for Confined Space Entry and Permit Required Confined Space Entry in compliance with CCR, Title 8, Sections 1950 through 1962 or Sections 5156 through 5157, as applicable.

Health and Safety Requirements

- 2) Provide Confined Space Training to your workers and keep all training records on site. For Permit Required Confined Space Entry, provide rescue services.
- B. Fall Hazards: If the Work involves fall hazards, submit your Fall Protection Plan 15 days prior to beginning sitework. Include detailed site-specific information concerning the fall protection system and equipment, including the location of anchors and use of guardrails, and the name of the Competent Person as defined in CCR, Title 8, Section 1504. Keep the Fall Protection Plan available at the Work Site.
- C. Trenching and Excavation:
- 1) At least 48 hours prior to conducting excavation, obtain a ticket from the regional notification center pursuant to Government Code Section 4216, et seq. The telephone number for Underground Service Alert (USA) for Northern California is (800) 642-2444 or 811 and for Southern California is (800) 422-4133 or 811.
 - 2) Prior to conducting excavation, obtain all necessary excavation permits. A Cal/OSHA permit is required for construction of trenches or excavations of 5-feet or deeper into which any person is required to descend. Keep all permits available at the Work Site.
 - 3) Comply with Labor Code 6705 while excavating.
 - 4) For an excavation 5 feet or more in depth, submit shop drawings for a protective system.
 - a. The drawings must show the design and details for providing worker protection from caving ground during excavation.
 - b. Drawings of protective systems for which the Construction Safety Orders require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.
 - c. Furnish drawings at least 5 days before the Contractor intends to begin trench Work.
 - 5) Submit the name of the Competent Person responsible for inspections of the excavations, protective systems, and taking any prompt corrective actions.
- D. Scaffolds: The design and construction of scaffolds must conform to applicable standards and requirements of CCR, Title 8. Scaffold erection and dismantlement must be supervised by a Qualified Person. Submit the name, qualifications, and contact information for the

qualified person. A Cal/OSHA permit is required for erecting and dismantling scaffolds that exceed three stories or 36 feet in height. Make permit available at the Work Site.

- E. Formwork, Falsework, and Vertical Shoring: The design and construction of formwork, falsework, and vertical shoring must conform to applicable standards and requirements of CCR, Title 8, Section 1717. At least 30 days prior to their use, submit any formwork, falsework or vertical shoring system calculations and drawings and any certifications of such system required by the Safety Orders. Keep the formwork, falsework or shoring layout available at the Work Site.

15. MECHANICAL HAZARDS

- A. Cranes: When cranes will be used in the performance of the Work, with CCR, Title 8, Sections 1610-1619. Perform a thorough site inspection to determine the proximity of powerlines and necessary safety measures to be implemented. Keep operator qualifications and certification and crane inspection records available at the Work Site. Have a pick plan prepared by a qualified person and discuss on site with all affected workers. Make the pick plan available at the Work Site.
- B. Industrial Trucks, Lift Trucks, and Forklifts: When industrial trucks, lift trucks, and forklifts will be used in the performance of the Work, certify that each operator has been trained or evaluated, and post and enforce a set of operating rules for forklift use in compliance with CCR, Title 8, Sections 3664 and 3668. The driver must inspect the vehicle once during the shift. Submit all training and inspection records within 48 hours of the Engineer's request.

END OF DOCUMENT

DOCUMENT 00 72 42

INTERPRETATION OF THE CONTRACT

1. CORRELATION: The Contract documents are complementary. A requirement occurring in one shall be as binding as though occurring in all.
2. REFERENCES: References in the Contract to the Specifications, standards, codes, or test methods published by governmental or private authorities shall be to those in effect on the date of the Notice to Contractors, unless otherwise specified or required by law.
3. INTERPRETATION
 - A. Notification Requirement: Should the Contractor discover any of the following, the Engineer shall be notified, in writing, as soon as it comes to the Contractor's attention and prior to proceeding with Work affected:
 - 1) Ambiguities, conflicts, discrepancies, omissions, differing site conditions, or errors in the Contract.
 - 2) Conflicts between the Contract and laws, ordinances, rules or regulations.
 - 3) Conflicts between the Contract and standards, codes, or test methods published by governmental or private authorities.
 - 4) Questions concerning interpretation of the Contract.
 - 5) Lack of sufficient detail or explanation in the Contract.
 - B. Resolution: The Engineer will provide instructions concerning interpretation of the Contract. Should the Contractor proceed with Work affected before resolution, the Contractor shall be responsible for the resultant damage to Work or added cost and shall remove and replace or adjust Work not in accordance with the Engineer's subsequent instructions.
 - C. Omissions: If any detail for materials, equipment, or systems, or the manner of combining or installing parts, materials or equipment is missing, those equal in quality to those specified or shown shall be required.
 - D. Brand or Trade Names: Wherever an item is specified by brand, trade name, or specific concern, the item shall be deemed to be followed by the term "or equal" unless the item listed is required and meets the criteria of Public Contract Code Sections 3400 and 10129.

- E. Additional Instructions: The Department may furnish additional detailed written instructions and supplemental Drawings to further explain Work. If the Contractor believes such instructions constitute Work in excess of that required by the contract, the Contractor shall furnish written notice to the Engineer prior to commencement of Work thereon, but not later than 15 days following receipt. Such notice shall provide in detail what Contract requirements would be exceeded and shall furnish an estimate of the cost of the excess Work.
- 4. GOVERNING ORDER: The Contract governs in the following order:
 - A. Document 00 73 00 – Supplementary Conditions, control over;
 - B. Document 00 71 00 – Abbreviations and Definitions, and Documents 00 72 41 through 00 72 49 – General Conditions, which control over;
 - C. Division 1 – General Requirements, which control over;
 - D. Division 2 – Existing Conditions through Division 49 – Reserved, which control over;
 - E. Detail Drawings, which control over general Drawings;
 - F. Numerals control over scaled measurements.
 - 5. MODIFICATIONS: Modifications last in time shall have precedence over any earlier-in-time provisions as to the same subject matter, in accordance with governing order specified above.
 - 6. GOVERNING LAW: This Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

END OF DOCUMENT

DOCUMENT 00 72 43

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

1. GENERAL: The Contractor shall remain informed of, and shall comply with applicable federal, state, county and municipal laws, ordinances, rules, permits and regulations, including but not limited to those specifically cited herein.
2. STATE AUDITOR: The Contractor shall retain records that pertain to the performance of the Work for a period of three years after final payment for examination and audit by Department or its delegate, or by the California State Auditor under Government Code Section 8546.7.
3. PERMITS AND LICENSES: The Contractor shall obtain all necessary permits and licenses and pay charges and fees applicable to perform the Work, except as otherwise specified. Such permits and licenses shall be obtained in sufficient time to prevent delay to the project.
4. LABOR LAW REQUIREMENTS
 - A. Prevailing Wage: The Contractor shall comply with prevailing wage requirements and shall be subject to restrictions and penalties in accordance with Sections 1770 et seq. of the Labor Code. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1776(h).
 - 1) Posting: The Department will furnish the Contractor a copy of DIR's prevailing wage rates which the Contractor shall post in a conspicuous place at the Work Site.
 - 2) Additional Classifications: If it becomes necessary to employ work classifications for which no rate has been determined, the Contractor shall notify the Engineer immediately, who will obtain the additional prevailing wage rate which shall be applicable from the time of initial employment.
 - 3) Prevailing Wage Monitoring and Enforcement:
 - a) DIR Registration of the Contractor and Subcontractors: The Contractor shall remain registered with the DIR pursuant to Labor Code Section 1725.5 ("DIR registered contractor") at all times during the performance of the Work. The Contractor shall independently verify that all Subcontractors of every tier are DIR registered contractors at all times during the performance of the Work.

Compliance with Applicable Laws and Regulations

- b) Certified Payroll Records: The Contractor shall comply with the Certified Payroll Record (CPR) requirements of Labor Code Sections 1771.4 and 1776 and shall require and verify that all Subcontractors of every tier comply with such CPR requirements.
- c) Posting of Job Site Notices: Pursuant to Labor Code Section 1771.4(a)(2), the Contractor shall post any job site notices prescribed by the DIR.
- d) Penalty Assessment for Non-compliance with CPR Requests: The Contractor and its Subcontractors shall comply with all legal requirements regarding inspection and furnishing of CPRs. Among other requirements, CPRs must be produced within ten (10) days of written request by the Department. Failure to do so shall result in a penalty forfeiture of one hundred dollars (\$100) per calendar day or portion thereof, for each worker, until there is full compliance with this requirement. Upon request of the DIR, these penalties shall be withheld from progress payments then due to the Contractor. The Contractor is not subject to a penalty assessment for failure of a Subcontractor to comply with this requirement.
- e) Per Diem Wages: Per diem wages shall be deemed to include employer payments to workers needed for performance of the Work in accordance with Labor Code Section 1773.1.
- f) Apprentices: Prior to commencement of Work, the Contractor shall contact the Division of Apprenticeship Standards and shall comply with all applicable laws and regulations regarding compliance with apprenticeship requirements including those contained in Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Sections 200 et seq.
- g) Department DIR Certification Listing Requirements:
 - 1. Within 10 days of the Contractor's receipt of the Notice to Begin Work and prior to the first of every month thereafter, the Contractor shall update and furnish to the Engineer the Department of Industrial Relations (DIR) Registration Certification List (form at Appendix II) to include each and every Subcontractor, regardless of tier or amount, and any other service provider that requires a DIR registration that has or will be performing Work on the project. The Contractor shall furnish this list to the Engineer on a monthly basis even if there are no additional Subcontractors or service providers listed from the previous month.

Compliance with Applicable Laws and Regulations

2. In addition to any other potential remedies, the Engineer may withhold all or part of any payment due if the Contractor fails to furnish the required updated monthly DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION CERTIFICATION LIST until compliance therewith.
 - h) Contractor Responsibilities: The Contractor shall be responsible for any and all costs and delays associated with compliance with Labor Code requirements including those contained in Sections 1725 et seq. and 1770 et seq. There will be no compensation or time allowed for the Contractor to comply with such requirements.
 - i) Withhold Provision: The Engineer must withhold any final payment due the Contractor until at least 30 days after the required DIR registration information has been submitted to the DIR in compliance with Labor Code Section 1773.3(d).
- B. Hours of Labor: The Contractor shall comply with Labor Code Sections 1810 through 1815, which pertain to the maximum hours of Work, records to be kept, penalties, and overtime.
- C. Workers' Compensation: The Contractor shall secure the payment of workers' compensation in accordance with Labor Code Section 3700, and prior to performing Work, shall file with the Department the certification required by Labor Code Section 1861.
5. CHILD SUPPORT COMPLIANCE ACT: The Contractor acknowledges in accordance with Public Contract Code Section 7110, that: (a) the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. NONDISCRIMINATION
 - A. The Contractor shall comply with California Code of Regulations Title 2, Section 11105 as follows:
 - 1) *During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual*

orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 2) *Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.*
 - 3) *Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.*
 - 4) *Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.*
 - 5) *The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.*
- B. The Contractor shall comply with California Code of Regulations Title 2, Section 11122, which is entitled Standard California Nondiscrimination Construction Contract Specifications (Gov. Code Section 12990). These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.
- 1) *As used in the specifications:*
 - a) *“Act” means the Fair Employment and Housing Act.*
 - b) *“Administrator” means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;*

- 2) *Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.*
- 3) *The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.*
- 4) *Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.*
- 5) *In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.*
- 6) *The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:*
 - a) *Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.*
 - b) *Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.*
 - c) *Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the*

contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- d) Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.*
- e) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.*
- 7) Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.*
- 8) The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.*
- 9) The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.*
- 10) The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.*

- 11) *The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.*
 - 12) *The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.*
- C. The Contractor shall also comply with all other applicable law relating to nondiscrimination, including Labor Code Section 1735, Public Contract Code Section 2010, and Civil Code Section 51.
7. SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act commencing with Public Contract Code Section 4100. Violations shall subject Contractor to penalties described in this Act.
8. RETENTIONS FOR STOP PAYMENT NOTICES AND ASSESSMENTS
- A. The Department will retain out of funds due or that become due to Contractor sums sufficient to cover stop payment notice claims filed pursuant to Civil Code Sections 9350 et seq.; tax demands filed in accordance with Government Code Section 12419.4; DIR Civil Wage and Penalty Assessments under Labor Code Section 1727; claims of State agencies offset under Government Code Section 12419.5; and other claims, penalties and forfeitures for which the Department is authorized to retain money or for which the Department is ordered by a governmental agency to retain money.
- B. The Contractor shall inform every Subcontractor and Supplier to inform each person who furnishes labor, service, equipment or materials for the Work that preliminary notices and stop notices submitted to the Department shall be sent to the following address:

Compliance with Applicable Laws and Regulations

State of California
Department of Water Resources
Payables Office
P.O. Box 942836
Sacramento, CA 94236-0001

9. **UNFAIR BUSINESS PRACTICES:** Pursuant to Public Contract Code Section 7103.5, the Contractor agrees and will require its Subcontractors and Suppliers to agree to assign to the State all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (commencing with Section 16700 of the Business and Professions Code), arising from the purchase of goods, services or materials, pursuant to the Contract or any subcontract thereunder. An assignment made by the Contractor, and additional assignments made by Subcontractors and Suppliers, shall be deemed to have been made and will become effective at the time the State tenders final payment to the Contractor, without further acknowledgment of the parties.
10. **AIR POLLUTION CONTROL:** Contractor shall comply with air pollution control rules, regulations, ordinances, and statutes applicable to performance of the Work including those specified in Government Code Section 11017.
11. **USE OF DEPARTMENT'S PROPRIETARY INFORMATION:** As set forth in California Business & Professions Code Section 17533.6, the Contractor shall not use any Department logo, image, symbol, photograph, video, or testimonials which could be construed as implying state endorsement of any product or service, without the Department's prior written consent consistent with this law.
12. **BUY CLEAN CALIFORNIA ACT**
 - A. Pursuant to Public Contract Code Sections 3500 through 3505, the Contractor shall submit a current facility-specific Environmental Product Declaration (EPD) for contracts requiring the use of one or more of the following eligible materials: carbon steel rebar, flat glass, mineral wool board insulation, or structural steel.
 - B. The EPD(s) shall be compliant with the International Organization for Standardization (ISO) standard 14025 and the appropriate Product Category Rules located on the Department of General Services (DGS) Buy Clean California Act website at:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>.
 - C. The EPD(s) shall be submitted at least 15 days prior to installing the eligible material.

END OF DOCUMENT

DOCUMENT 00 72 44

CONTRACTUAL RELATIONSHIP OF PARTIES

1. AUTHORITY OF ENGINEER

A. General: The Engineer will decide questions as to interpretation and fulfillment of contract requirements, and the prosecution, progress, quality, and acceptability of the Work. The Engineer will implement and enforce decisions by issuing written orders, directives, instructions and notices to the Contractor. Any failure by the Contractor to comply with such orders, directives, instructions and notices will be subject to the provisions of Document 00 72 45 – Prosecution of Work, Paragraphs 9 and 10.

B. Delegations: The Engineer will advise the Contractor of current delegations of authority.

2. AUDIT AND INSPECTION RIGHTS: The Contractor shall keep and retain records that pertain to the project for a period of three years after Acceptance or until the final resolution of any and all claims and disputes. At all times during performance of the Work and for a period of three years after final payment the Contractor shall provide electronic copies of all documents requested by the Department within 10 days of written notice, or if requested, the Contractor shall provide access to the Department during normal business hours, and the Department shall be allowed to make copies, at the Department's expense, of the Contractor's books, documents, and project records. The Contractor shall provide adequate facilities, acceptable to the Department, for the audit during normal business hours. The Contractor shall cooperate with the auditors.

A. Contractor records subject to audit in Paragraph 2 include, but are not limited to, bid documents (e.g., all take-offs, quantity evaluations, bid spreadsheets, bid schedule, internal bid documentation, Subcontractor bids, cost proposals, notes and other related material), job budgeting information, job cost reports for all costs (direct and indirect), estimates and related back-up documentation, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, daily reports, purchase orders, subcontracts, project correspondence (electronic and non-electronic), daily logs/notes, photographs and video files, survey data, project files, original schedule files, schedule narratives and associated back-up documentation, and other project related writings, as defined in California Evidence Code Section 250. The purpose of such audit is to verify and evaluate the accuracy of Contractor submitted costs and credits, Contractor requests for additional time, and/or in relation to any

dispute, Potential Claims under Document 00 72 49 – Potential Claims and Claims, Paragraph 1, or Claims under Document 00 72 49 – Potential Claims and Claims, Paragraph 2.

- B. The Contractor's failure to comply with Paragraph 2 shall constitute a material breach of Contract.
3. CONTRACTOR'S RESPONSIBILITY FOR WORK AND PERSONS OR ENTITIES ENGAGED IN WORK: The Contractor shall be responsible for the Work and for persons or entities engaged in the Work, including but not limited to Subcontractors, Suppliers, and providers of services. The Department will not mediate disputes between the Contractor and any other person or entity concerning responsibility for performance of the Work.
4. INDEMNIFICATION
- A. To the fullest extent permitted, the Contractor shall indemnify, hold harmless, protect and defend State and its officers, employees, agents and representatives from any and all loss, lawsuits, actions, demands, damages, costs, expenses, actual attorneys' fees, losses, liabilities, or claims in law or in equity, arising out of or in connection with the performance of this Contract for:
 - 1) Bodily injury: Bodily injury includes but is not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to the public, any employees or agents of the Contractor, the State, or any other contractor.
 - 2) Property damage: Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.
 - 3) Economic damage: Claims by any third party to have been harmed economically or financially by any act of the Contractor or any of its Subcontractors or Suppliers of any tier.
 - B. Except as otherwise provided by law, the requirements of Paragraph 4.A apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for claims arising from conduct delineated in Civil Code Section 2782. The Contractor's defense and indemnity obligation shall extend to claims arising after the Work is completed and accepted if the claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the Work. Any inspection of the Work by the State is not a waiver of full compliance with these requirements.

- C. The Contractor's obligation to defend and indemnify is not excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The Contractor must respond within 30 days to the tender of any claim by the State for defense and indemnity, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.
- D. With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).
- E. Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification Specifications.
- F. The Contractor is responsible to the fullest extent allowed by law, to defend and indemnify the State for any and all injury, illness, disease, or death arising out of or caused by an organism, including but not limited to animals, microscopic bacteria, fungi, plants and the like, to which persons, including but not limited to the public, any employees or agents of the Contractor, the State, or any other contractors that are exposed in connection with the Work on the project.

5. INSURANCE

- A. Certificates of Insurance: Within 15 days after receipt of Notice to Begin Work, and thereafter throughout the performance of the Work, the Contractor shall furnish to the Engineer certificates of insurance naming the State, its officers, employees, agents and representatives as additional insureds on any Contractor's liability insurance, excess policy, and builder's risk insurance which cover operations under the contract. The Contractor shall furnish to the Engineer certificates of insurance showing all other required coverages.
- B. The certificates of insurance shall provide that the coverage shall be primary, the State will not be responsible for premiums, assessments or other costs of the insurance, and coverage shall not be canceled or modified without 15 days' prior written notice to the Engineer.

- C. Except for completed operations coverage, the Contractor shall keep all insurance in full force and effect from the Notice to Begin Work through Contract Acceptance.
- D. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
- E. Completed Operations Coverage: The Contractor shall maintain completed operations coverage through the expiration of the patent deficiency in construction statute of repose set forth in Civil Procedure Code Section 337.15.
- F. Workers' Compensation: The Contractor shall secure the payment of workers' compensation under Labor Code Section 3700. If the Contractor uses any form of self-insurance for workers' compensation in lieu of an insurance policy, the Contractor must submit a certificate of consent to self-insure under Labor Code Section 3700.
- G. Employer's Liability: The Contractor shall provide Employer's Liability Insurance in amounts not less than \$1,000,000 for each accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease.
- H. General Liability and Umbrella or Excess Liability Insurance: The Contractor shall maintain General Liability and Umbrella or Excess Liability Insurance covering all operations by or on the Contractor's behalf, for bodily injury liability and property damage liability, which includes: coverage for premises, operations and mobile equipment; products and completed operations; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury and contractual liability. The limits of liability must be at least the values shown in the General Liability Limits table below:

General Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/ completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
^a Combined single limit for bodily injury and property damage.				
^b This limit must apply separately to Work under the Contract.				
^c The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

- I. Builder's Risk: The Contractor shall name the State, its officers, employees, agents and representatives as an additional insured on any builder's risk policy applicable to the Work.
 - J. Automobiles: The Contractor shall maintain automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability must be not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage. The umbrella or excess liability coverage required above also applies to automobile liability.
 - K. Additional Insurance: If directed, the Contractor shall provide additional insurance for the State. Limits of coverage and terms of such insurance shall be as directed. The Department will reimburse the Contractor for actual direct cost of such additional insurance, plus one percent.
6. PATENTS COPYRIGHTS, AND TRADEMARKS
- A. The Contractor shall assume costs of, and agrees to indemnify, hold harmless, protect and defend the State, its officers, employees, agents and representatives from loss, lawsuits, actions, or claims arising from use of patented materials, equipment, devices, or processes on or in the Work.
7. GUARANTEE
- A. The Contractor guarantees that the Work is in accordance with the Contract and fit for use as specified. Guarantee period shall be one year unless otherwise specified or a longer period is provided by law. Guarantee period shall commence upon Acceptance, except guarantee period shall commence for that portion of the project upon use by the

Department prior to Acceptance pursuant to Document 00 72 46
– Control of Work, Paragraph 13. Guarantee periods for corrective
Work shall commence anew upon completion of corrections.

- B. Corrective Work under guarantees shall be performed as specified in Document 00 72 45 – Prosecution of Work, Paragraph 9.

8. ASSIGNMENTS

- A. Performance of the contract shall not be assigned in whole or in part without written consent of the Department. The Contractor may assign funds due or that become due to the Contractor, and assignment will be recognized by the Department if given notice thereof, in writing, to the extent permitted by law. Such assignments of funds earned by the Contractor shall be subject to proper retention in favor of the Department and to all deductions and withholds provided for in the Contract or as allowed by law.
- B. Should the Department terminate the Contractor's control over the Work under Document 00 72 45 – Prosecution of Work, Paragraph 10, the Department may elect to take legal assignment of subcontracts, purchase orders, and other contractual rights. In such an event, the Contractor shall execute and deliver to the Department all papers and take all steps, including the legal assignment of its subcontracts, purchase orders, and other contractual rights of the Contractor, as the Department may require. This will be done to fully vest in the Department all rights and benefits of the Contractor under such subcontracts, purchase orders, or other contractual rights in order that the Department may proceed to finish the Project.

END OF DOCUMENT

DOCUMENT 00 72 45

PROSECUTION OF WORK

1. COMMENCEMENT OF WORK AND TIME OF COMPLETION
 - A. Time is of the essence of the Contract. The Department will issue to the Contractor a Notice to Begin Work designating the starting date on which the Contractor shall begin Work. The Contractor shall diligently prosecute the Work from such date to completion within time specified or any adjustments thereof.
 - B. Should the Contractor begin Work in advance of receiving Notice to Begin Work, such Work may be considered as having been done at the Contractor's sole risk as a volunteer.
 - C. The Contractor shall comply with the scheduling requirements of the Contract. No requests for time extensions shall be allowed until an acceptable baseline schedule is submitted by the Contractor and then reviewed and determined by the Engineer to be in compliance with the Contract requirements.
2. LIQUIDATED DAMAGES: If Work is not completed, as determined by the Engineer within the time(s) specified or any adjustments thereof, damage will be sustained by the Department. It is and will be extremely difficult and impracticable to determine the actual damage which the Department will sustain by reason of such delay. Pursuant to Public Contract Code Section 10226, for each day after the specified completion date(s) that the Contractor has not completed the Work, the Contractor shall pay to the Department, as liquidated damages, and not as a penalty, the amount specified. The Department has reasonably evaluated the damages which may be sustained as a result of late completion and the liquidated damages set forth in the Contract reflect this evaluation.
 - A. The Department will deduct liquidated damages from funds due or that become due to the Contractor.
 - B. The Department may withhold liquidated damages before the accrual date if the Engineer determines that anticipated liquidated damages will exceed the value of the remaining Work.
3. PROSECUTION OF WORK
 - A. The Contractor shall timely furnish schedules and schedule updates, as specified in the Contract. The Contractor may perform Work at a time earlier than shown in such schedules, provided such action is approved by the Engineer. No claim for extension of time or adjustment in

compensation will be allowed for delays to Work scheduled for completion earlier than and completed within the time specified in the Contract or any adjustments thereof.

- B. The capacity of the Contractor's construction equipment and plants, the sequence and methods of operation, and the forces employed shall be such as to achieve completion of the Work within time specified in the Contract or any adjustments thereof. All such means and methods, and conduct, shall be the Contractor's responsibility.
 - C. If the Engineer determines that the Contractor's progress is insufficient to achieve completion of the Work within the time specified or any adjustments thereof, the Engineer may order the Contractor to improve progress by doing any or all of the following:
 - 1) Furnish a plan or schedule for improving progress.
 - 2) Take steps as necessary to improve progress and advise the Engineer thereof in writing.
 - 3) Increase the personnel employed, add overtime operations, increase the number of shifts, increase the capacity of construction equipment and plants, change the sequence of operations, change the methods of operation, or take other steps to improve progress.
 - D. An order to improve progress pursuant to Paragraph 3.C shall be at no additional cost to the Department and shall not be considered an order to accelerate under Paragraph 6 or a notice of default within the meaning of Public Contract Code Section 10253.
4. DELAY AND TIME EXTENSIONS
- A. General:
 - 1) If the Contractor believes an occurrence will delay the Work, the Engineer shall be notified, in writing, as soon as it comes to the Contractor's attention, and in any event not later than 15 days following its discovery.
 - 2) If the occurrence may delay the Work beyond the time specified or any adjustments thereof, the Contractor shall furnish to the Engineer written documentation and analysis of the occurrence and extent of the delay in accordance with the scheduling provisions of the Contract. The Engineer will issue a time extension for that part of the occurrence that causes a delay to the Critical Path and is due to the causes specified in Paragraph 4.B. A time extension will be allowed only if the cause is beyond the control and without the fault

or negligence of the Contractor. The Contractor will be notified if the Engineer determines that a time extension is not justified.

B. Causes for Time Extension:

- 1) Changes ordered in writing by the Engineer.
- 2) Discovery of an unforeseen archaeological, historical, cultural, biological, or environmental resource as determined by the Engineer.
- 3) Failure of the Department to timely furnish necessary access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which the Department is responsible.
- 4) Survey error by the Department.
- 5) Differing site conditions under Document 00 72 46 – Control of Work, Paragraphs 1.B and 1.C.
- 6) An increase in the quantity of a unit price item of Work above 125 percent of the quantity estimated in the bid schedule.
- 7) Force majeure occurrences of a severe and unusual nature, which may include, but are not limited to, earthquakes in excess of 3.5 on the Richter Scale, tidal wave, fire, flood, cloudburst, wildfire smoke, dust storms, cyclone, or inclement weather.
 - a. Force majeure occurrences will not be considered severe and unusual unless the occurrence prevents the Contractor from performing Work on the Critical Path for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment.
 - b. In addition, inclement weather resulting in precipitation at the Work Site must, either in amount, frequency, or duration, equal or exceed what has occurred at the location and during the time of year in question on an average of more than once in ten years, as determined by the Engineer.
- 8) Act of the public enemy, act of terrorism, unforeseeable act of another governmental entity, epidemic, quarantine restriction, freight embargo, strike or labor dispute.
- 9) Suspension of Work pursuant to Paragraph 8.A.1 or Paragraph 8.A.3.

5. APPORTIONMENT OF RESPONSIBILITY FOR DELAYS: Contractor-caused delays and Department-caused delays shall be apportioned throughout the duration of the Work. Owner-directed changes under Document 00 72 47 and Owner-caused delays under Paragraph 4.B that ultimately extend the time for performance of the Work beyond the Contract-specified completion date or that occur after the Contract-specified completion date, and any combination thereof, shall not relieve the Contractor of its responsibility for any Contractor-caused delays or liquidated damages.
6. ADJUSTMENTS IN COMPENSATION: Adjustments in compensation for delays or time extensions for the cause in Paragraph 4.B.1 will be determined by the Engineer in accordance with Document 00 72 47 – Changes, Paragraph 2.B. Adjustments in compensation for delays or time extensions for the causes in Paragraphs 4.B.2, 4.B.3, 4.B.4, 4.B.5 and 8.A.3 will be determined by the Engineer in accordance with Document 00 72 47 – Changes, Paragraph 2.J. There will be no adjustment in compensation for delays or time extensions for the causes specified in Paragraph 4.B.6, 4.B.7, 4.B.8, 8.A.1, or 8.A.2.
 - A. Concurrent Delays: No adjustments in compensation will be allowed when Contractor-caused delays to the Critical Path and Department-caused delays to the Critical Path occur concurrently.
 - B. Unabsorbed Home Office Overhead: Adjustments in compensation for costs associated with unabsorbed home office overhead will only be considered in relation to delays or time extensions for the cause in Paragraph 8.A.3 and then only when the Contractor sufficiently documents that the suspension of Work prevented the Contractor from seeking replacement work.
7. ACCELERATION: The Engineer may order the Contractor to accelerate the Work to decrease the time(s) of completion within the time specified or any adjustments thereof. Such orders shall be in writing. Adjustments in compensation for acceleration will be determined pursuant to Document 00 72 47 – Changes. Change orders for acceleration may include provisions for the assessment of liquidated damages if the accelerated completion date is not achieved.
8. SUSPENSION OF WORK: The Engineer may suspend Work by written order to the Contractor. The Contractor shall immediately comply with such order and shall resume the suspended Work only upon the Engineer's written order. No adjustment in compensation or time will be allowed due to the failure or refusal of the Engineer to order suspension.

- A. Suspension may be for any of the following:
 - 1) Conditions unfavorable for the proper prosecution of the Work as determined by the Engineer.
 - 2) Failure of the Contractor to carry out orders or to perform any provision of the Contract.
 - 3) The convenience and benefit of the Department.

9. DEFECTIVE WORK

- A. Any Work not conforming with the Contract will be considered defective Work and may be rejected by the Engineer. Any failure by the Contractor to comply with any orders, directives, instructions or notices issued by the Engineer will also be considered defective Work. Defects may be waived by the Engineer. If a waiver will result in a cost savings to the Contractor in the opinion of the Engineer, it will be made only upon an equivalent adjustment in compensation determined pursuant to Document 00 72 47 – Changes, Paragraph 2.
- B. The Contractor shall commence corrective Work when ordered and shall diligently perform such Work to its completion. The Department may defer commencement of corrective Work until working conditions are satisfactory to the Department. Such deferral will not be cause for a time extension or additional compensation.
- C. The Contractor shall bear all costs and delays associated with the performance of the corrective Work, which shall include, but not be limited to, any necessary disassembly, transportation, reassembly, retesting, repair or replacement of the defective materials or equipment, and any necessary disassembly and reassembly of adjacent work. The Department reserves the right to disassemble and reassemble adjacent materials or equipment not furnished by the Contractor, where necessary to give access to the defective materials or equipment. The costs thereof shall be the responsibility of the Contractor and may be deducted from funds due or that become due to the Contractor. If such funds are not available, the Department will be entitled to recover such costs and all costs and expenses incurred in recovering such costs.
- D. If the Contractor fails to comply promptly with an order regarding defective Work, the Engineer may cause the defective Work, materials or equipment to be corrected, removed or replaced. All resulting costs and delays shall be the responsibility of the Contractor. Costs incurred by the Department may be deducted from funds due or that become due to the Contractor. If such funds are not available, the Department will be entitled to recover such costs and all costs and expenses incurred in recovering such costs.

- E. The rights and remedies of the Department as provided above are not exclusive, and do not preclude the exercise of any other rights or remedies provided by the Contract or by law.
10. TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK FOR DEFAULT
- A. If the Contractor fails to comply with an order, diligently prosecute the Work, perform Work or furnish materials or equipment of the quality required by the Contract, prosecute orders for changes or in any other respect fails to fulfill the requirements of the Contract, the Director may, after a minimum of 5 days written notice to cure the deficiency, in addition to any other available legal remedy:
 - 1) Provide labor, construction equipment, materials or equipment required for performance of Work and deduct the cost thereof from funds due or that become due to the Contractor; or
 - 2) Assume responsibility for completion of the Work; or
 - 3) Give written notice to the Contractor and the Contractor's sureties, that if the defaults are not remedied, the Contractor's control over the Work will be terminated.
 - B. If the defaults are not remedied within the time specified in the Director's notice, the Contractor's control over the Work shall terminate as of the expiration of that time.
 - C. In the event of such termination of the Contractor's control over the Work for default, the Contractor shall:
 - 1) Preserve materials and equipment at the Work Site until notified of those items for which the Department will assume responsibility.
 - 2) Remove from the Work Site materials and equipment not designated for use as directed by the Engineer in writing.
 - 3) Assist the Engineer in making an inventory of materials and equipment in storage at the Work Site, enroute to the Work Site, in storage or manufacture at other locations and on order from Suppliers.
 - 4) Assign to the Department or its designee construction equipment, subcontracts and supply contracts as designated by the Engineer.

- D. In the event of termination of the Contractor's control over the Work for default, the Director may:
 - 1) Permit the surety to complete;
 - 2) Cause the contract Work to be completed; or
 - 3) Direct that all or any part of the Work be completed by day's labor, or by employment of other contractors under informal contracts, or both.
 - E. The Contractor's liability to Department upon termination of the Contractor's control over the Work for default shall be as provided in Public Contract Code Sections 10253 et seq., and shall include, as part of those damages sustained or to be sustained by the Department, liquidated damages for delay through the time of completion of the Project.
 - F. If the Department subsequently determines that grounds for termination of the Contractor's control over the Work under Paragraph 10 do not exist, then the Department shall proceed to close-out the Contract for convenience under Paragraph 11.
11. CLOSE-OUT OF THE CONTRACT FOR CONVENIENCE
- A. The Department reserves the right to close-out the Contract at any time if Department determines that to do so would be in its best interest or for conditions unfavorable for the proper prosecution of Work as determined by the Engineer, or as required by law.
 - B. The Department will issue to the Contractor a written notice that the contract is to be closed-out for convenience. Upon receipt of notice, except as otherwise directed, the Contractor shall:
 - 1) Stop all Work.
 - 2) Take action as necessary to protect materials and equipment and all Work from damage.
 - 3) Notify all Subcontractors and Suppliers that the Contract is being closed-out and that their contracts or orders will be closed-out.
 - 4) Provide the Engineer with a full accounting for itself, its Subcontractors and Suppliers including all respective schedules of value, the labor expended, an inventory of materials and equipment previously purchased (whether delivered or ordered, including the storage location), and such other information as the Engineer may require.

- 5) Dispose of materials and equipment as directed by the Engineer and provide the Department with title to all other materials and equipment purchased for Work hereunder, including materials and equipment for which progress payment has been made as provided in Document 00 72 48 – Payments and Retentions, Paragraph 2, and with documents of title for materials and equipment.
- C. The Contractor's responsibility for damage to materials and equipment transferred to the Department will terminate when title and delivery of such materials and equipment have been accepted in writing by the Department.
 - D. When the Engineer determines that the Contractor has completed the Work necessary to secure the project for close-out, the Department will proceed with Acceptance of the Work.
 - E. The total compensation under the Contract to be paid to the Contractor shall be determined by the Engineer as follows:
 - 1) The amount due for Work performed prior to receipt of the notice of Acceptance, adjusted for defective work as specified in Paragraph 9, actual quantities, and returned materials and equipment.
 - 2) The necessary and reasonable cost of Work, determined in accordance with Document 00 72 47 – Changes, required for close-out and demobilization and for handling materials and equipment returned to the Supplier, delivered to the Department, or as otherwise directed.
 - 3) An allowance of 4 percent of the portions of the Contract prices allocable to the Work not performed. However, such allowance shall not exceed 4 percent of the difference between the amount that would have been due for the quantity listed in the bid schedule and the amount due under Paragraph 11.E.1.
 - 4) The total compensation to be provided in Paragraphs 11.E.1 through 11.E.3 is subject to withholding of liquidated damages or other amounts to be deducted or retained under the Contract or pursuant to law.

END OF DOCUMENT

DOCUMENT 00 72 46

CONTROL OF WORK

1. SITE CONDITIONS

- A. The conditions expected to be encountered at the Work Site and inherent in the Work are defined by the information that would be obtained by careful examination of the Work as required by Document 00 21 13 – Instructions to Bidders, Paragraph 2 and all related information and data identified in Document 00 30 00 – Available Information, and throughout the Contract documents.
- B. The Contractor shall immediately notify Engineer, in writing, before any of the conditions are disturbed:
 - 1) Subsurface or latent physical conditions at the Work Site differing materially from those indicated by the bid documents provided by the Department about the site that are made available to bidders prior to the deadline for submitting bids.
 - 2) Unknown physical conditions at the Work Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.
- C. The Engineer will promptly investigate such conditions. If the Engineer determines that such conditions are materially different and cause an increase or decrease in the Contractor's cost or the time required for performance of the Work, an extension of time and adjustment in compensation will be made in accordance with Document 00 72 45 – Prosecution of Work, Paragraph 4 and Document 00 72 47 – Changes, Paragraph 2.

2. CONTRACTOR'S RESPONSIBILITY FOR THE PROJECT

- A. The Contractor shall have charge and care of and bear risk of loss or damage to the project until its Acceptance, except as follows: Pursuant to Section 7105 of the Public Contract Code, Contractor shall not be responsible for cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by an act of God, and which damage is in excess of five percent of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards and the Contract documents. For the purposes of this paragraph only, an act of God shall

include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

- B. The Contractor will be relieved of responsibility for loss or damage to any portion of the project solely caused by the Department's possession and negligent use prior to Acceptance.
- C. Commercial uses on or of State property or facilities may only be made with written consent of the Engineer.
- D. The Contractor shall not create or permit the continued existence of any nuisance in or about the Work Site.
- E. Materials and equipment shall be furnished in sufficient quantities and at such times to ensure the orderly progress of the Work. Materials and equipment shall be stored and protected to guarantee preservation of quality, appearance, and suitability for the project, and stored in a location that facilitates inspection and avoids interfering with the work of others.

3. CONDUCT OF WORK

- A. Contractor's Supervision of Work: The Contractor shall provide competent, full-time, efficient supervision of the Work. Performance of the Work shall be in a skillful and orderly manner.
- B. Contractor's Representative: Before beginning Work, the Contractor shall designate in writing a representative (hereafter "Contractor's Representative") who shall:
 - 1) Be of sufficient experience and possessing the qualifications necessary to properly manage the work in accordance with the Contract. The qualifications and experience of the Contractor's Representative shall be submitted to the Department within 15 days of the Contractor's receipt of the Notice to Begin Work.
 - 2) Have authority to supervise Work.
 - 3) Have authority to receive and implement orders from Engineer.
 - 4) Normally be present full-time during performance of the Work. In the periodic absence of the Contractor's Representative due to vacation, injury, or illness or isolated off-site activities, the Contractor shall have designated an alternate experienced and qualified person who shall serve in such a capacity at all times during performance of the Work.

- 5) Not be removed by the Contractor before another representative meeting all the foregoing requirements is designated.
- C. Execution of Documents: Before beginning Work, the Contractor shall designate in writing a representative who shall have authority to execute and bind the Contractor to change orders, claims, releases and similar documents.
- D. Removal of Contractor's Personnel: If ordered, the Contractor shall immediately remove from the Work Site any person or entity, including the Contractor's Representative, that fails to prosecute the Work in a manner satisfactory to the Department; or that lacks the requisite qualifications and experience; or that fails or refuses to carry out orders; or that is insubordinate, disorderly, unsafe, or incompetent. In such event, the Contractor shall immediately request the Department's approval of a replacement person or a substitution of the entity.
 - 1) If the entity to be substituted is a Subcontractor listed under Public Contract Code Sections 4100 et. seq., the substitution shall be made in accordance with Public Contract Code Section 4107.
- E. Cooperation with Others:
 - 1) The Department reserves the right to engage in activities on or near the Project. The Contractor shall cooperate with others and conduct the Work so as to facilitate the activities by the Department or others and prevent delay, additional expense, or hindrance thereto. The Contractor shall request from, and exchange with others, drawings, data and information as necessary to ensure proper completion of the Project and the activities of the Department or others. The Contractor shall furnish to the Engineer copies of correspondence and drawings exchanged with other contractors working nearby.
 - 2) The Contractor shall conduct, adjust, correct, and coordinate Work with the activities of the Department or others to minimize any impacts to the Project.
4. SUBMITTALS
 - A. The Contractor shall furnish timely submittals to the Engineer as specified or directed which may include, but not be limited to, Contractor schedules, injury and illness prevention program, quality control program, working drawings, calculations, reports, manuals, data on materials and equipment, samples and resubmittals.

- B. Submittals will be subject to review by the Engineer for conformity with the Contract. The Contractor shall notify the Engineer in writing of any deviations from the Contract that are proposed by the Contractor. Should the Contractor fail to provide such notification, the Contractor shall be responsible for any Work, materials or equipment not in conformance with the Contract under Document 00 72 45 – Prosecution of Work, Paragraph 9.
- C. Any "Proprietary" or similar designation on submittals may be disregarded by the Department to the maximum extent provided by the law.

5. SUBSTITUTIONS

- A. The Engineer may approve the use of substitute materials, equipment or methods if, as determined by the Engineer, the substitute is equal in quality, capacity and serviceability to the item or method specified and has the required characteristics for the purpose intended. The Contractor shall furnish data and information requested by the Engineer on any substitution. Requests by the Contractor and supporting data shall be furnished in sufficient time to permit decision on the proposed substitution without delaying Work.
- B. The Department and the Contractor shall share equally cost and time decreases which result from approved substitutions. Adjustments in compensation and time will be determined pursuant to Document 00 72 47 – Changes, Paragraph 2.
- C. Any substitution requested by the Contractor and agreed to by the Department shall be at no additional cost to the Department.

6. CONSTRUCTION EQUIPMENT AND PLANT: Construction equipment shall be identified by readily visible numbers. If ordered by the Engineer, the Contractor shall remove unsatisfactory construction equipment and discontinue the operation of unsatisfactory plants.

7. MATERIALS AND EQUIPMENT

- A. Furnished by the Contractor:
 - 1) The Contractor shall furnish materials and equipment as specified.
 - 2) Only materials and equipment conforming to the requirements of the Contract shall be incorporated in the Project. Except as otherwise specified or approved, such materials and equipment shall be new and unused.

- 3) Sources of materials shall be subject to approval before delivery from those sources. Approval of a materials source will be withdrawn when such materials are found to be defective, and the Contractor shall stop deliveries from that source.
- 4) The Contractor shall assign and furnish to the Department all manufacturers' and Suppliers' warranties and guarantees.

B. Preparation of Equipment for Shipment:

- 1) The Contractor shall prepare equipment for shipment in such manner as to protect it from damage or loss in transit.
- 2) Each packing unit and major part shall include a packing list and be plainly marked for identification. Such identification shall include the name of the manufacturer, name and location of the manufacturer's plant, manufacturer's shop number, name of the part, package weight, title of the contract and specification number.

C. Furnished by the Department:

- 1) Materials and equipment to be furnished by the Department will be available to the Contractor as designated. The Contractor shall unload, remove and be responsible for such materials and equipment from the time of unloading and removal from the designated location. The Contractor shall bear any damage and storage charges arising from failure to timely remove such materials and equipment.
- 2) The Contractor shall promptly inventory such materials and equipment and notify the Engineer of any shortages or defects discovered. The Engineer may order the Contractor to return defective or unsuitable materials or equipment, or perform corrective Work thereon.

8. TESTING OF MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be tested by the Contractor during the progress of Work, unless otherwise designated. Tests shall be witnessed by the Engineer unless waived. The Contractor shall give Engineer 15 days advance written notice of all such tests unless otherwise specified or approved. The Engineer may perform tests of materials and equipment and the Contractor shall furnish samples as directed.
- B. The Contractor shall test materials or equipment in accordance with designated test method or authority and shall furnish to the Engineer certified copies of the test results unless otherwise specified. Such

materials or equipment shall not be incorporated into the Work until the test results indicate conformance with the Contract, unless waived by the Engineer in writing.

- C. Materials or equipment found unacceptable will be rejected and retesting shall be at the Contractor's expense.
9. **PROPERTY RIGHTS IN MATERIALS AND EQUIPMENT:** Materials or equipment furnished shall, upon progress payment therefor, become the sole property of Department after being attached or affixed to State's property, or after delivery or storage subject to or under the control of Department. Until Acceptance, the Contractor shall continue to bear risk of loss or damage to such property unless such loss or damage arises from the causes for which the Contractor would be relieved of responsibility as specified in Paragraphs 2.A and 2.B.
10. **INSPECTION**
- A. The Contractor at all times shall permit the Engineer to inspect Work. The Contractor shall provide at least 2 working days advance notice to the Engineer where and when Work is ready for inspection. Work shall be accessible until inspected by the Engineer. Should work become inaccessible without inspection, it shall be made accessible at the Contractor's expense.
 - B. When the Contractor intends to perform Work on Saturday, Sunday, a legal holiday, or other than the Contractor's regular Work period, the Contractor shall give notice to the Engineer of such intention at least two working days prior to the end of State's preceding Work period.
 - C. The Engineer will designate materials and equipment to be inspected at the place of production or manufacture. The Contractor shall provide 15 days advance written notice to the Engineer of the start of production or manufacture of such materials or equipment unless otherwise specified or approved. Failure to designate materials and equipment shall not limit the right to inspect them at the place of production or manufacture. The Contractor shall include notice of these requirements in all subcontracts and Supplier contracts.
 - D. Neither inspection nor lack of inspection of Work, nor presence or absence of the Engineer during performance of any Work shall waive any requirements of the Contract or relieve the Contractor of any obligation under the Contract. Defective Work, materials, and equipment may be rejected notwithstanding prior inspection or lack of inspection by the Engineer.

11. **CLEANING:** The Contractor shall keep project and nearby property clean and free from nuisance and accumulation of construction debris, dust, liquid and trash. The Contractor shall remove construction equipment and waste materials, and thoroughly clean the Work Site before requesting the final inspection.
12. **PROTECTION OF PROPERTY AND FACILITIES:** The Contractor shall protect the Work, materials, equipment, property, and facilities from damage and shall immediately report damage to the Engineer.
13. **USE PRIOR TO ACCEPTANCE:** Upon written notice, the Department may take possession of, use, and maintain all or a part of the Project prior to Acceptance. Except as provided in Paragraph 2.B, such action does not relieve the Contractor of any of its obligations under the Contract, including but not limited to, completion of the Work within the time specified or any adjustments thereof, or responsibility for liquidated damages.
14. **FINAL INSPECTION AND ACCEPTANCE:** When work is completed, including the correction of all deficiencies to the satisfaction of the Engineer, the Contractor shall certify in writing and shall request a final inspection. Within 30 days of receipt of certification, the Engineer will make a final inspection. If the Engineer determines that the work has been completed, the Engineer will recommend that the work be accepted. The Contractor will be notified in writing of Acceptance of the Work. If Engineer determines that the work is not complete, the Contractor will be notified of the deficiencies and shall correct any such deficiencies. Thereafter, the Contractor shall promptly initiate procedures for another final inspection. Acceptance shall not affect the Contractor's obligations under the Contract, the bonds, and the law, including but not limited to, latent defects, cooperation with Department audits, indemnification, and warranties.

END OF DOCUMENT

DOCUMENT 00 72 47

CHANGES

1. GENERAL

- A. The Engineer may order Changes, including revisions to the Drawings and Specifications, performance of extra Work, and the deletion of Work. Such orders will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Contractor shall notify the Engineer as soon as it comes to the Contractor's attention whenever it appears a Change is necessary, and when ordered, shall stop Work in the areas that may be affected. Adjustments in time and compensation for ordered Changes will be made in accordance with Paragraph 2.
- B. The Contractor when ordered shall proceed with Changes before agreement is reached on adjustments in compensation or time for performance. In such instances, the Contractor shall keep detailed hourly records for that day signed and furnished on a daily basis by the Contractor on Department form titled Daily Extra Work Report of labor and construction equipment, and itemized records of materials, equipment and services used in performance of the Changes.
 - 1) If the Daily Extra Work Report furnished by the Contractor differs from the Department's records, the Engineer shall notify the Contractor in writing of the discrepancy. It is the Contractor's responsibility to present information sufficient to show that the Contractor's records are accurate. Such information must be furnished within 7 days of the Engineer's notice to the Contractor of the discrepancy. Should the Contractor fail to produce such information or if the information provided by the Contractor is not sufficient to establish that the Contractor's records are accurate, the adjustment in compensation will be determined by the Engineer based on the information shown on the Department's records.

2. ADJUSTMENTS IN COMPENSATION AND TIME

- A. For Variations in Quantities: Adjustments in compensation for unit price items for variations in estimated quantities not covered by a Change will be made as determined by the Engineer in accordance with Paragraphs 2.A.1 and 2.A.2 and Paragraphs 2.D through 2.H. Adjustments in time will be determined in accordance with Document 00 72 45 – Prosecution of Work, Paragraph 6.

- 1) Quantities in excess of 125 percent of the estimated quantity will be paid by an adjusted unit price as determined by the Engineer. The adjustment to the unit price will be the difference between the Contract unit price and the actual unit cost for the total quantity for the item. Fixed costs will be deemed to be recovered by payments made for 125 percent of the estimated quantity and will not be included in determining the adjustment. Fixed costs are necessary labor, materials, equipment and services, and construction equipment costs which remain constant regardless of the quantity of the item.
 - 2) For Work greater than zero but less than 75 percent of the estimated quantity, the adjustment, upon the Contractor's written request, will be the difference between the unit price and the actual unit cost of the total quantity of the item, including fixed costs. In no case will payment exceed that which would have been made for 75 percent of the estimated quantity at the contract unit price.
- B. For Changes, Delays and Time Extensions: Adjustments in compensation for Changes, delays, and time extensions will be made as determined by the Engineer in accordance with Paragraphs 2.B.1, 2.B.2, 2.B.3, or combinations thereof, as follows:
- 1) By agreement on the basis of estimates of increases or decreases in costs.
 - 2) Unilaterally by the Engineer.
 - 3) For actual necessary costs as determined by the Engineer in accordance with Paragraphs 2.D through 2.J.
- C. Supporting Documentation: Department may request any additional records from the Contractor in connection with the adjustment in compensation or time for extra or deleted Work to allow the Department to verify all or a portion of the adjustment in compensation, and the Contractor shall provide such records within 30 days of notice of the request.
- 1) Supporting documentation shall conform to generally accepted auditing standards and may include, but not be limited to, detailed estimates of increases or decreases in costs, itemized cost breakdowns, job cost records, and other supporting data whether or not such Work is performed in whole or in part by a Subcontractor (regardless of tier), certified payrolls, labor classifications, material invoices and requisitions, receipts, cancelled checks, equipment records (list of company equipment including make and model, rates, etc.), equipment rental invoices, Subcontractor and Supplier

quotes (proposals, invoices, payment requests billing records, etc.), accounts payable ledgers, job cost pre-bid records and estimates, accounting data, cancelled checks profit and loss statements, schedules, fragnets, photos, videos and other such data.

- 2) If the Contractor fails to furnish the supporting documentation in compliance with these requirements, the adjustment in compensation or time will be determined by the Engineer based on information shown on the Department's records.
- D. Labor: Compensation for labor shall include the necessary cost for labor, including first level supervision (the appropriate classification of foreman for the Work being performed), directly engaged in performance of the Changes. Wages shall not exceed current prevailing wage rates in the locality for performance of the Changes. Use of a classification which would increase labor cost will not be permitted. Exceptions to the above will be permitted only where the Contractor establishes to the satisfaction of the Engineer, the necessity for payment at higher rates or classifications. The necessary cost of labor shall be computed as follows:
- 1) Wages: The hourly rate paid shall include any employer payments to or on the behalf of the workers for the basic hourly prevailing wage, health and welfare, pension, vacation, and training as recognized by California General Prevailing Wage requirements, and other state and federally recognized fringe benefit payments.
 - 2) Labor Surcharge Rate: The labor surcharge rate shall be the surcharge rate for the type of Work performed, published in the Caltrans Labor Surcharge and Equipment Rental Rates User's Guide in effect during the time of performance of the changed Work. The surcharge rate shall provide full compensation for all costs for worker's compensation insurance, liability insurance, federal unemployment insurance, state unemployment insurance, Medicare, Social Security (FICA), and state training taxes.
 - 3) Subsistence: The necessary and allowable cost for subsistence and travel allowances paid to such workers.
 - 4) Markup: A 35 percent markup will be added to the sum of the costs described in Paragraphs 2.D.1 through 2.D.3. The 35 percent markup shall provide payment for all overhead costs related to labor (but not designated as costs of the labor used in the direct performance of the Work), including home office overhead, field office overhead, bond costs, insurance, other fixed or administrative costs that are not costs of the labor used in the direct performance of the Work, and profit.

- 5) Subcontractor Markup: If a Subcontractor performs the Work directed by the Change (regardless of the number of tiers), a 5 percent markup will be added to the markup provided in Paragraph 2.D.4, as reimbursement for the Contractor's additional administrative costs.
 - 6) Deleted Labor: For a deduction in compensation due to the deletion of labor, the Engineer will determine the deduction based on the costs described in Paragraphs 2.D.1 through 2.D.3. There will be an additional deduction of 30 percent of the total costs if the labor would have been provided by the Contractor, and 35 percent if the labor would have been provided by a Subcontractor.
- E. Materials: Compensation for materials includes full compensation for materials the Contractor purchases and uses in the Work and shall be computed as follows:
- 1) Purchase Price: The Engineer determines the cost based on the material purchase price, including delivery charges, as reflected in an invoice, purchase order, receipt, or other evidence of the actual cost.
 - 2) Markup: A 15 percent markup will be added to the Purchase Price to provide payment for all overhead costs related to materials but not designated as costs of the material used in the direct performance of the Work including home office overhead, field office overhead, bond costs, insurance, and other fixed or administrative costs, and shall provide full compensation for all delay costs (including loss of productivity, disruption, and cumulative impacts), and profit related to materials.
 - 3) Subcontractor and Supplier Furnished Materials: If the materials are furnished by a Subcontractor or Supplier (regardless of the number of tiers), a 5 percent markup will be added to the markup provided in Paragraph 2.E.2 as reimbursement for the Contractor's additional administrative costs.
 - 4) Deleted materials: For a deduction in compensation due to the deletion of materials, the Engineer will determine the deduction based on the costs described in Paragraph 2.E.1. There will be an additional deduction of 10 percent of the total costs if the materials would have been provided by the Contractor and 15 percent if the materials would have been provided by a Subcontractor.
 - 5) Excessive Material Price: If the Engineer determines the price furnished by the Contractor for materials is excessive or if the Contractor fails to furnish satisfactory evidence of the price within

30 days of billing, the cost shall be the lowest current wholesale price available in the quantities required, or an equivalent to such wholesale price as determined by the Engineer.

- 6) Contractor-Owned Materials: If the Contractor procured the materials from a source that the Contractor, its Subcontractor, or its Supplier wholly or partially owns, payment will be determined based on the lower of the following:
 - a. The price paid by the Contractor for similar materials from that source for original contract items (items not furnished for performance of the extra Work);
 - b. The current wholesale price for those materials.
- 7) Department Furnished Materials: The Department reserves the right to furnish materials and equipment required for performance of Changes and the Contractor shall have no claim for costs or mark-ups for such materials and equipment.

F. Construction Equipment:

- 1) Compensation for construction equipment shall include the necessary cost for use of construction equipment directly required for performance of the Changes and includes full compensation for the cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for construction equipment operators), and any and all costs incidental to the use of such construction equipment.
- 2) Any use of equipment for less than 30 minutes shall be considered one-half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on standby, for any reason, unless such times have been approved by the Engineer. Rental time for construction equipment moved by its own power shall include time required to move construction equipment to Work Site from the nearest available source for rental of such construction equipment, and to return it to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time therefor. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any Work other than the Changes. No allowance will be made for individual pieces of construction equipment having a replacement value of \$500 or less.
- 3) No construction equipment cost will be recognized in excess of rental rates established by distributors or equipment rental

agencies in the locality for performance of the Changes or Equipment Rental Rates published by Caltrans, whichever is less.

- a. If the equipment invoice cost is not the Equipment Rental Rate established by Caltrans and if the equipment is rented from an equipment business the Contractor does not own (including affiliated companies), a 5 percent markup will be added to the rental cost to provide full compensation for the cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for construction equipment operators), and any and all costs incidental to the use of such construction equipment.
- 4) Markup: A 15 percent markup will be added to the rental cost to provide payment for all overhead costs related to Equipment but not designated as costs of the Equipment used in the direct performance of the Work, including home office overhead, field office overhead, bond costs, insurance, and other fixed or administrative costs, and shall provide full compensation for all delay costs (including loss of productivity disruption and cumulative impacts), and profit related to Equipment.
 - a. Subcontractor Furnished Markup: If the equipment is furnished by a Subcontractor or Supplier (regardless of the number of tiers), a 5 percent markup will be added to the markup provided in Paragraph 2.F.4 as reimbursement for the Contractor's additional administrative costs.
 - 5) Deleted Equipment: For a deduction in compensation due to the deletion of equipment, the Engineer will determine the deduction in accordance with Paragraphs 2.F.1 through 2.F.3. There will be an additional deduction of 10 percent of the total costs if the equipment would have been provided by the Contractor and 15 percent if the equipment would have been provided by a Subcontractor.
- G. Services: Compensation for services shall include the necessary cost for technical and professional services approved by the Engineer in advance and directly required for performance of the Changes. No compensation will be allowed under this paragraph for any person or entity that is used to perform any Work other than the Changes. Invoices for services shall be based on current market prices and itemized in accordance with the established practice of the applicable service.
- 1) A 5 percent markup will be added to the invoice cost of services as reimbursement for the Contractor's additional administrative costs.

- H. General Limitations: No payment will be made to the Contractor which exceeds market values prevailing at time and locality of the Change unless the Contractor establishes that all reasonable means for performance of the Changes at prevailing market values have been investigated and excess cost could not be avoided.
- I. Deletion of Bid Item: When an entire bid item is deleted, the Contractor will be paid 4 percent of the total price in the bid schedule for the item as full compensation for such deletion.
- J. Adjustment in Compensation for Delays or Time Extensions: If a delay or time extension is cause for an adjustment in compensation as provided in Document 00 72 45 – Prosecution of Work, Paragraph 6, the Contractor shall furnish supporting data to the Engineer of the effect of the delay on the costs of performing Work and of the amount of additional compensation that may be due. Supporting data shall include a Time Impact Evaluation (TIE) which includes both a written narrative and a fragmentary network (fragnet) depicting how the changed Work or delay impacts the critical path. The TIE shall also include an electronic copy of the schedule in the required format, including a layout to illustrate the fragnet. All additional supporting data shall conform to generally accepted auditing standards and include, but not be limited to, pre-bid records and estimates, job cost reports, and certified cost records for Work performed and for additional costs correlated with the elements of the delay or time extension.
 - 1) The TIE and supporting documentation must be submitted within 30 days after notice of the occurrence. If the Contractor does not submit a TIE within 30 days after notice of the occurrence, the Contractor waives all rights for a time extension for that occurrence.
 - 2) The Engineer will determine the effect of such delay or time extension and, if necessary, issue a Change Order for any adjustment in compensation found due, as provided in Paragraphs 2.D through 2.G for the costs of Work performed as a result of the delay or time extension.
 - 3) The Engineer may also issue a Change Order for any additional compensation found due for the effects of such delay or time extension to cover costs not provided for under Paragraphs 2.D through 2.G.
- K. Adjustment in Time for the Deletion of Work: If the deletion of Work is cause for an adjustment in time as determined by the Engineer, upon the Department's written request, the Contractor shall furnish supporting data to the Engineer to determine how the deleted Work impacts the Critical Path. Supporting data shall include a Time Impact

Evaluation (TIE) which includes both a written narrative and a fragmentary network (fragnet) depicting how the deleted Work impacts the Critical Path. The TIE shall also include an electronic copy of the schedule in the required format, including a layout to illustrate the fragnet.

- 1) The TIE and supporting documentation must be submitted within 30 days after the Department's request. If the Contractor does not submit a TIE within 30 days after notice by the Department, the Engineer will determine the effect of the deletion of Work based on the Department's records.
- 2) The Engineer will determine the effect of the deletion of Work and may issue a Change Order for a decrease in the time to the Contract specified completion of the Work, or any adjustments thereof, or apply the reduction in time as Department-owned Float for the Department's use in the event of Department-caused delays.
 - a. The Engineer may also accrue Department-owned Float by early review completion of any submittal or by any other action if such action saves time on the Critical Path.
 - b. Department-owned Float is a resource for the exclusive use of the Department.
3. EXECUTION OF CHANGE ORDERS: The Contractor's acceptance, in writing, of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of all claims, including all losses and damages, in connection therewith, whether direct, indirect, or consequential in nature.

END OF DOCUMENT

DOCUMENT 00 72 48

PAYMENTS AND RETENTIONS

1. CONTRACT PRICES

- A. Unless otherwise specified, items of Work to be paid for at Contract price per unit of measurement will be measured by the Engineer in accordance with United States standard measures.
- B. The Contract prices shall include full compensation for all costs incurred for completion of the Work, including but not limited to taxes, fees, and duties attributable to the Work whether imposed by foreign, federal, state, or local governments. No tax-exempt certification will be furnished by the Department.

2. ESTIMATES AND PROGRESS PAYMENTS

- A. Schedule of Values: For lump sum bid price items, the Contractor shall submit a detailed Schedule of Values consistent with bid pricing within 14 days prior to the first scheduled progress payment, which is subject to review and acceptance by the Engineer. The detailed Schedule of Values shall provide a sufficient breakdown of all lump sum items (excluding mobilization and demobilization) of Work by monthly values to allow appropriate monthly progress payments to be determined. Monthly values shall sum to the total Contract price for each lump sum item. At the Engineer's discretion, progress payments may not include any allocation for lump sum items absent an accepted detailed Schedule of Values. There will be no separate price allocation of preliminary or incidental activities including, but not limited to, administration and overhead, design, formwork, and similar items, but these may be distributed over the appropriate components of Work.
- B. Estimates:
 - 1) The Engineer, once each month, will estimate the value of Work done to the time of such estimate, including Work done under an executed change order, as follows:
 - a. Under unit price items.
 - b. For an allocation of a lump sum bid price item in accordance with Paragraph 2.A.
 - c. If requested by the Contractor and at the discretion of the Engineer, unused materials and equipment furnished and either paid for in full or for which the Contractor has title in writing and

that are subject to or under the control of Department at the time of such estimate. The Contractor shall furnish copies of paid vendors' invoices or other documentation of ownership, satisfactory to the Engineer, that such materials and equipment are stored subject to or under the control of Department.

- 2) Such estimate may include Work done under an order for Change. Estimate for such Work will be actual necessary costs based on records furnished pursuant to Document 00 72 47 – Changes, Paragraph 1.B.
- 3) At the Engineer's request, the Contractor shall furnish an itemized listing of the amounts and values of Work done or materials and equipment furnished to be included in each estimate, consistent with the Contractor's Schedule of Values.

C. Progress Payments:

- 1) Upon completion of each monthly estimate of Work done and materials and equipment furnished, Department, subject to the provisions of Paragraphs 2.A through 2.F, will make progress payments to the Contractor. Each progress payment will be the estimated value of such Work, materials and equipment, less the amount of prior progress payments, liquidated damages, and other amounts to be deducted or retained under the Contract or pursuant to law.
- 2) An estimate or progress payment shall not be considered acceptance of the Work, materials, or equipment. Estimated amounts and values to the Work performed and materials and equipment furnished will be adjusted to the actual amounts and values, as they become available, in subsequent estimates and the final estimate. Progress payments will be subject to correction in subsequent estimates and the final estimate.
- 3) The Engineer may withhold all or part of a progress payment when required or requested by the Engineer, Contractor or Subcontractor certified payroll records are delinquent or inadequate or if Contractor is not in compliance with any requirements of the Contract or the law.
- 4) Progress payments for mobilization shall not exceed that authorized in Public Contract Code Section 10264.

D. No Progress Payments:

- 1) No progress payment need be made when the Engineer determines that the Contractor is not prosecuting the Work in

accordance with the Contract, if there may be cause for termination for default or for other causes specified in the contract, or when the payment would be less than \$1,000.

- 2) In addition to any other remedy provided by Contract or by law, the Engineer may withhold or deduct all or part of a progress payment when the Contractor has failed to furnish submittals specified in Document 00 72 46 – Control of Work, Paragraph 4; Defective Work specified in Document 00 72 45 – Prosecution of Work, Paragraph 9; or for other causes or deliverables specified in the Contract. The amount of any such withholding shall be identified to the Contractor in writing and may be based on the estimated value of such submittal or other withholding as provided for in the Contract.
- E. Contractor Payments to Subcontractors: The Contractor shall pay Subcontractors within 7 days of receipt of each progress payment, as provided in Public Contract Code Section 10262.
- F. Retention from Progress Payments: The Department will retain from each progress payment, 5 percent of the estimated value of Work done and materials and equipment furnished, as approved by the Engineer pursuant to Paragraph 2.C.
- G. Release of Retention Pursuant to Public Contract Code Section 7107:
- 1) Within 60 days after the date of completion of the Work of improvement performed under the Contract, the retention withheld by the Department shall be released. In the event of a dispute between the Department and the Contractor, the Department may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of Paragraph 2.G.1 only, “completion” means any of the following:
 - a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for the testing, startup, or commissioning by the Department, accompanied by cessation of labor on the work of improvement.
 - b. The Acceptance by the Department of the Work pursuant to Document 00 72 46 – Control of Work, Paragraph 14.
 - c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.

- d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the Department files for record a notice of cessation or a notice of completion.
- 2) Subject to Paragraph 3, within 7 days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its Subcontractors from whom retention has been withheld, each Subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor, if the payment is consistent with the terms of the subcontract.
- 3) The Contractor may withhold from a Subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
- 4) In the event that retention payments are not made within the time periods required by this section, the Department or the Contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
- 5) If the Department retains an amount greater than 125 percent of the estimated value of the Work yet to be completed pursuant to Public Contract Code Section 10261, the Department shall distribute undisputed retention proceeds in accordance with Paragraph 2.G.1. However, notwithstanding Paragraph 2.G.1, if the Department retains an amount equal to or less than 125 percent of the estimated value of the Work yet to be completed, the Department shall have 90 days in which to release undisputed retentions.

3. FINAL PAYMENT AND EXCEPTIONS

- A. Within 45 days following Acceptance under Document 00 72 46 – Control of Work, Paragraph 14, or within a longer period of time as may be required due to causes within the control or due to the fault or negligence of Contractor, the Engineer will prepare and furnish to Contractor a draft final estimate and Release on Contract. Such draft final estimate will itemize the actual quantities of materials and

equipment incorporated into the Work, amounts earned, prior payments and amounts deducted and retained.

- B. If the Contractor wishes to pursue any Potential Claim(s) noticed in accordance with Document 00 72 49 – Potential Claims and Claims, Paragraph 1, the Contractor must state such Claim as an exception in executing the Release on Contract in a definite amount.
 - 1) Not later than 30 days after the return of Release on Contract, the Contractor may furnish a Claim(s) for monetary compensation for any Claim stated as an exception in the Release on Contract. The submission of such Claim(s) must be made in accordance with Document 00 72 49 – Potential Claims and Claims, Paragraph 2.
 - 2) Failure to comply with the requirements stated in Document 00 72 49 – Potential Claims and Claims, shall constitute a waiver of the Contractor's right to assert or pursue any such Potential Claim or Claim.
- C. If the Contractor concurs with the amount due as stated on the Release on Contract, the Contractor shall insert the words NO EXCEPTIONS on the Release on Contract, execute and return a copy to the Engineer.
- D. Failure of the Contractor to execute and return the Release on Contract within 30 days after receiving the draft final estimate will constitute agreement by the Contractor that the draft final estimate represents the total amount due.
- E. Within 30 days after the Contractor returns the executed Release on Contract without exceptions, the Department will issue a final estimate and payment to the Contractor in the amount determined to be due under the contract.
- F. Within 45 days after claims excepted from the Contractor's Release on Contract have been decided by the Engineer, or a settlement is reached, or final adjudication is obtained, a final estimate will be furnished to the Contractor stating the amount, if any, found due; and the Department will pay the stated amount to the Contractor.
- G. For a period of three years after final payment, or until the final resolution of any and all claims and disputes, the foregoing final estimate and payment will be subject to audit and inspection as provided in Document 00 72 44 – Contractual Relationship of Parties, Paragraph 2 and corrected for accounting or clerical errors in the calculations. One party shall pay to the other any amount found due as a result of such corrections.

4. SUBSTITUTION OF SECURITIES: Pursuant to Public Contract Code Section 10263, the Contractor may request substitution of eligible securities for moneys withheld by the Department and shall receive interest on the securities posted.
5. INTEREST: Interest at the stipulated rate of seven percent per annum will be allowed as required by law. A lower interest rate may be applied where permitted by law.

END OF DOCUMENT

DOCUMENT 00 72 49

POTENTIAL CLAIMS AND CLAIMS

1. POTENTIAL CLAIMS

- A. Notice of Potential Claims: If the Contractor objects to any decision, determination, order, directive, instruction, notice, action, or omission of the Engineer, the Contractor shall, within 15 days after receipt or occurrence of the same, furnish to the Engineer a written Notice of Potential Claim stating such objections.
- 1) The Contractor shall furnish at the end of each Work day detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performance of Work related to the Potential Claim. Records shall be kept on Department form, Daily Disputed Work Report.
 - 2) Failure by the Contractor to furnish either the notice required in Paragraph 1.A, or the records required in Paragraph 1.A.1, or both, shall constitute a waiver of the Contractor's right to file a claim or to pursue any identified Potential Claim under Paragraph 1.A
 - 3) Upon filing a Notice of Potential Claim, the Contractor shall, as applicable, preserve all information, including electronically stored information, that may be relevant to the potential claim. The Contractor shall concurrently notify its affected Subcontractors and Suppliers to do the same.
 - 4) Requests for equitable adjustments or relief are not allowed and will not be considered a valid basis for obtaining an adjustment to the contract whether for time, money or both.
- B. Documentation of Potential Claims: Within 30 days of submitting the documentation required under Paragraph 1.A.1, the Contractor shall furnish all documentation that relates to each and every Potential Claim together with all documents that support the cost and time components, as applicable, for items of the Potential Claim, including, but not limited to, the labor, certified payrolls, benefits, insurance, materials, equipment, and all documentation that establishes the time period, individuals involved, the hours for the individuals, and shall include all relevant Subcontractor and Supplier documentation, and any and all additional relevant documentation required to be produced under the Contract, or requested by the Department pursuant to Paragraph 2.C.

- C. Additional Documentation Requested by the Department: The Department may request in writing, any additional records from the Contractor in connection with the Potential Claim sufficient to allow the Department to verify all or a portion of the Potential Claim. The Contractor shall provide such records within 30 days of the Department's request. Documents requested by the Department shall conform to generally accepted auditing standards and may include, but not be limited to, the following:
- 1) Job cost reports, cost distribution worksheets, earnings records, general ledgers, cash disbursements journals, and canceled checks;
 - 2) Pre-bid records, estimates, and takeoffs;
 - 3) Daily time sheets and supervisor's daily reports, recurring reports, and logs;
 - 4) Schedules, including Subcontractor schedules;
 - 5) Email, letters, and correspondence;
 - 6) Insurance, welfare, benefits, subsistence, and travel records;
 - 7) Payroll tax forms, job payroll ledgers, and union agreements;
 - 8) Subcontracts, material invoices, purchase orders, and requisitions;
 - 9) Equipment records (list of company and equipment rental rates, invoices, etc.);
 - 10) Any other documents specifically described in the Department's written request.

- D. Certification of Potential Claims: All Potential Claims submitted by the Contractor, shall include the following certification, exactly as stated below:

I, _____, BEING THE _____
(MUST BE AN OFFICER OR AUTHORIZED REPRESENTATIVE
IDENTIFIED PURSUANT TO DOCUMENT 00 72 46, PARAGRAPH
3.C) OF _____ (CONTRACTOR),
DECLARE UNDER PENALTY OF PERJURY AND ATTEST THAT: I
HAVE THOROUGHLY REVIEWED THE ATTACHED POTENTIAL
CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION
OF TIME, AND KNOW ITS CONTENTS, AND SAID POTENTIAL
CLAIM IS TRUTHFUL AND ACCURATE; THAT ALL SUPPORTING
DOCUMENTATION IS COMPLETE AND ACCURATE; AND THAT
THE AMOUNT REQUESTED ACCURATELY REFLECTS THE
CONTRACT ADJUSTMENT FOR WHICH THE DEPARTMENT IS
RESPONSIBLE; AND, FURTHER, THAT I AM FAMILIAR WITH
CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA
GOVERNMENT CODE SECTIONS 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.

SIGNATURE: _____ DATE: _____

- E. Waiver of Right to Pursue a Potential Claim:

- 1) Each of the requirements stated herein for filing, supporting, certifying, and verifying each Potential Claim are material obligations of this Contract and are intended to enable the Department to evaluate the Potential Claim without the need to resort to formal dispute resolution procedures or legal proceedings.
- 2) The failure of the Contractor to comply with these requirements or to permit the Department access to the books and records of the Contractor, shall constitute a waiver of the Potential Claim and the Contractor's right to pursue any action to recover costs or damages associated with such Potential Claim.

2. CLAIMS

- A. Submission of Claims:

- 1) If the Contractor wishes to pursue any claim(s) that it previously submitted as a Potential Claim(s) noticed in accordance with

Paragraph 1, the Contractor must state such Claim as an exception when executing the Release on Contract pursuant to Document 00 72 48 – Payments and Retentions, Paragraph 3.B.

- 2) Not later than 30 days after the return of Release on Contract, the Contractor may furnish a Claim for monetary compensation for any Claim stated as an exception in the Release on Contract.

- B. Certification of Claims: All Claims submitted by the Contractor, shall include the following certification, exactly as stated below:

I, _____, BEING THE _____
(MUST BE AN OFFICER OR AUTHORIZED REPRESENTATIVE
IDENTIFIED PURSUANT TO DOCUMENT 00 72 46, PARAGRAPH
3.C) OF _____ (CONTRACTOR),
DECLARE UNDER PENALTY OF PERJURY AND ATTEST THAT: I
HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR
ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND
KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND
ACCURATE; THAT ALL SUPPORTING DOCUMENTATION IS
COMPLETE AND ACCURATE; AND THAT THE AMOUNT
REQUESTED ACCURATELY REFLECTS THE CONTRACT
ADJUSTMENT FOR WHICH THE DEPARTMENT IS RESPONSIBLE;
AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL
CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE
SECTIONS 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.

SIGNATURE: _____ DATE: _____

- C. Additional Documentation Requested by the Department: The Department reserves the right to request any additional documentation, not previously submitted by the Contractor, that is necessary to fully evaluate the Claim. The Contractor shall submit the documentation requested by the Department within 30 days of the Department's written request. All documentation submitted by the Contractor will be covered under the Contractor's Certification of Claims.
- D. Waiver of Right to File a Claim: The Contractor's failure to comply with the requirements of Paragraph 2.A through 2.B shall constitute a full and final waiver of the Contractor's right to file a Claim and to pursue

any action or arbitration to recover costs or damages associated therewith.

- E. Decision on Claims: Claims of the Contractor arising under and by virtue of the Contract will be decided by Engineer who will furnish the decision to the Contractor, in writing. Such decision(s) need not be furnished until after Acceptance.
- 3. FALSE CLAIMS ACT: Should the Contractor be unable to support any part of its Claim(s) and it is determined that there is falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor then, in addition to any other action or remedy including recoupment of damages or reimbursement of Department's costs, the Contractor shall be subject to the False Claims Act (Sections 12650 et seq. of the Government Code).
- 4. CUMULATIVE IMPACTS: Notices of Potential Claims or Claims for additional compensation and/or an extension of time due to the cumulative impact of change orders are not allowed and will be rejected by the Engineer.
- 5. AUDITS OF POTENTIAL CLAIMS AND CLAIMS: All Potential Claims filed under Paragraph 1 and Claims filed under Paragraph 2, against Department shall be subject to audit pursuant to Document 00 72 44, Paragraph 2 at any time following the filing of the Potential Claim or Claim.
- 6. ARBITRATION
 - A. Public Code Sections 10240 et seq., and applicable regulations of the California Code of Regulations Title 1, Sections 1300 through 1393 provide for the resolution of unresolved contract claims. Arbitration shall be initiated by filing a Complaint in Arbitration in accordance with said law and regulations.
 - B. The venue of any arbitration proceedings shall be located in Sacramento, California. Each party hereby agrees that any arbitration proceeding or such court shall have personal jurisdiction over it and consents to service of process in any manner authorized by California law.
 - C. The Arbitration decision will be decided under and in accordance with California law supported by substantial evidence. The decision will be in writing, and will contain the basis for the decision, findings of fact, and conclusions of law.

- D. If the Contractor files a Complaint in Arbitration prior to the issuance of all Engineer's decisions, the Department may, after notice to the Contractor, seek and be entitled to receive a stay of proceedings until all such decisions are issued, or, alternatively, elect to treat the actions of the Contractor as a waiver of any Engineer's requirement to issue a decision on Claim(s). The Engineer shall have the discretion to elect which alternative will be applied.

END OF DOCUMENT

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS
(CHANGES TO DOCUMENT 00 71 00, AND DOCUMENTS 00 72 41
THROUGH 00 72 49)

1. CHANGES TO GENERAL CONDITIONS

A. In Document 00 72 41, replace Paragraph 11 with the following:

“11. JOB HAZARD ANALYSIS (JHA): Before the start of each Work shift, the Contractor shall document all tasks during the Work shift, identify any hazards, and include any mitigations to the identified hazards. Work shift tasks, hazards, and mitigations shall be recorded on a JHA form and communicated to all persons at the job site including laborers, visitors, Department staff, and representatives before work begins and as visitors enter the Work zone. The Contractor shall keep a record of all JHA forms at the work site and in compliance with Cal/OHA.

B. In Document 00 72 43, replace Paragraph 4.A.1) with the following:

“1) Posting: The Department will electronically furnish the Contractor a copy of DIR’s prevailing wage rates which the Contractor shall post in a conspicuous place at the Work Site.”

C. In Document 00 72 43, add the following items to Paragraph 4.B:

- “1) Eight hours is a legal day’s work, in accordance with Labor Code section 1810.
- 2) The Department shall deduct \$25 as a penalty for each worker employed in the execution of the contract for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without overtime pay, in violation of the provisions of Labor Code section 1813.”

D. In Document 00 72 43, replace Paragraph 12.C with the following subparagraphs:

“C. Unless otherwise specified, the EPD(s) shall be submitted at least 15 days from the date of receipt of the Notice to Begin Work.

D. The Contractor shall not install any eligible materials on the project until the Contractor submits a compliant facility-specific EPD for that material which does not exceed the DGS established

Maximum Acceptable Global Warming Potential (GWP) limits published on the DGS website referenced in Paragraph 12.B.”

E. In Document 00 72 43, add the following paragraph:

“13. EXECUTIVE ORDER N-6-22 (EO):

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russia’s actions in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>
- B. Under the EO, the Contractor is required to comply with economic sanctions imposed in response to Russia’s actions in Ukraine including, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure of the Contractor to comply with these sanctions may result in termination of this contract.
- C. In addition, for contracts valued at \$5 million or more, the EO requires that the contractor report to the Department regarding its compliance with economic sanctions, and to report on steps it has taken in response to Russia’s actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.”

F. In Document 00 72 44, add the following items after Item K:

- “L. Watercraft Liability: If Contractor uses watercraft of any type, Contractor shall maintain limits of liability not less than \$1,000,000 combined single limit per accident, each watercraft. Such insurance shall cover liability arising out of a watercraft accident including owned, hired, and non-owned watercraft.
- M. Marine General Liability: The Contractor shall maintain Marine Liability Insurance for bodily injury liability and property damage liability arising out of the insured's marine activities in limits not less than \$5,000,000 combined single limit for any one occurrence.

- N. Contractors' Equipment Insurance: Contractors' equipment insurance sufficient to protect against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor.
 - O. The Contractor and its insurers providing the insurance required shall waive any rights of subrogation they may have against the Department and the Department's indemnitees."
- G. In Document 00 72 45, replace Paragraph 6 with the following:
- "6. ADJUSTMENTS IN COMPENSATION: Adjustments in compensation for delays or time extensions for the cause in Paragraph 4.B.1 will be determined by the Engineer in accordance with Document 00 72 47 – Changes, Paragraph 2.B. Adjustments in compensation for delays or time extensions for the causes in Paragraphs 4.B.2, 4.B.3, 4.B.4, 4.B.5, 4.B.6, and 8.A.3 will be determined by the Engineer in accordance with Document 00 72 47 – Changes, Paragraph 2.J. There will be no adjustment in compensation for delays or time extensions for the causes specified in Paragraph 4.B.7, 4.B.8, 8.A.1, or 8.A.2.
 - A. Concurrent Delays: No adjustments in compensation will be allowed when Contractor-caused delays to the Critical Path and Department- caused delays to the Critical Path occur concurrently.
 - B. Unabsorbed Home Office Overhead: Adjustments in compensation for costs associated with unabsorbed home office overhead will only be considered in relation to delays or time extensions for the cause in Paragraph 8.A.3 and then only when the Contractor sufficiently documents that the suspension of Work prevented the Contractor from seeking replacement work."
- H. In Document 00 72 47, replace Paragraph 2.D.2) with the following:
- "2) Labor Surcharge Rate: The labor surcharge rate shall be the surcharge rate for the type of Work performed, published in the Caltrans Labor Surcharge and Equipment Rental Rates User's Guide in effect during the time of performance of the changed Work. The surcharge rate shall provide full compensation for all costs for worker's compensation insurance, federal unemployment insurance, state unemployment insurance, Medicare, Social Security (FICA), and state training taxes."
- I. In Document 00 72 47, replace Paragraph 2.F.3) a. with the following:

- “a. If the equipment invoice cost is not the Equipment Rental Rate established by Caltrans and if the equipment is rented from an equipment business the Contractor does not own (including affiliated companies), a 25 percent markup will be added to the rental cost to provide full compensation for the cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for construction equipment operators), and any and all costs incidental to the use of such construction equipment.”

END OF DOCUMENT

ADDENDA AND INFORMATION LETTERS

DOCUMENT 00 91 13

ADDENDA

1. GENERAL
 - A. Pursuant to Document 00 21 13 – Instructions to Bidders, the Department may modify the bid documents, drawings and specifications by issuance of an addendum.
2. COVER PAGES TO ADDENDA
 - A. Any addenda cover page issued will be placed in this document for record keeping purposes.

END OF DOCUMENT

DOCUMENT 00 93 15

INFORMATION LETTERS

1. GENERAL
 - A. Pursuant to Document 00 21 13 – Instructions to Bidders, the Department may make clarifications by issuance of an information letter.
2. INFORMATION LETTERS
 - A. Any information letters issued will be placed in this document for record keeping purposes.

END OF DOCUMENT

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. The term project is defined in Document 00 71 00 – Abbreviations and Definitions, Paragraph 2.
- B. This project will permanently remove the four Check 17 radial gates and retain one of them for storage. The project includes the following principal features:
 - 1. Earthwork and other related work, including:
 - a. Soil scarification and excavation.
 - b. Soil compaction.
 - c. Placement of aggregate base.
 - d. Construction of temporary access road.
 - e. Site restoration to match existing conditions.
 - 2. Contaminated Site Material Removal:
 - a. Removal, recovery, and disposal of hazardous substances, materials, and waste associated with the proposed structural modifications
 - 3. Stoplogs Repair and Transportation:
 - a. Replace stoplog rubber seals, including new steel plates and hardware.
 - b. Transport stoplogs from Dos Amigos Pumping Plant and mobilize at Check Structure 17, for installation by Department personnel.
 - c. Transport stoplogs from Check Structure 17 and return to Dos Amigos Pumping Plants storage area.
 - 4. Fabricate Radial Gate Cradle Frame.
 - 5. Dewatering of Check Structure 17 gate bays.

6. Removal of all four existing radial gates and appurtenances at Check Structure 17. Dispose of radial gates No. 1, 3, and 4.
7. Radial gate No.2 shall be transported to the Coalinga O&M Yard and stored on contractor fabricated steel gate cradle frame.
8. Fences and Gates:
 - a. Reinstall barbed wire fence and swing gates.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section.

1.03 LOCATION AND ACCESS

- A. Check Structure 17 is located at approximate Latitude: 36.456492°, Longitude: -120.303322° approximately 1.90 miles north of Mt Whitney Ave.
 1. Check Structure 17 is located along the California Aqueduct (San Luis Canal) Mile Post 132.95. The site can be accessed via Interstate 5 (North or South). Take the exit 349 for CA-33 towards Derrick Ave/Mendota. Head north on CA-33 for .50 miles (approx.) and turn right onto West Harlan Way and head east for 2.90 miles (approx.). Harlan way ends and transitions right towards South Stanislaus Ave. Continue on South Stanislaus Ave. And turn left onto West Mt. Whitney Ave. Head east on Mt. Whitney for 2.40 miles (approx.). Turn left onto the primary or secondary access roads at the bridge cross (mile post 134.90 - approx.). Head North along the primary/secondary roads to the Check Structure 17 site.
- B. The Coalinga O&M Storage Yard is located at 24001 S Fresno Coalinga Rd, Coalinga, CA 93210 which is within Fresno County, approximately 16 miles Northeast from the city of Coalinga on the intersection of the California Aqueduct (MP. 143.12) and Fresno Coalinga Road (CA-145). To access the storage yard site
 1. From Interstate 5 North or South take exit 337 CA-33 S towards Coalinga/Kerman. Follow signs to CA-145 S and Northeast on to CA-145 S. Continue straight onto CA-145 S. Access to the yard will be located on the right at approximately 2.65 miles.

1.04 TIME OF COMPLETION

- A. Pursuant to Document 00 72 45 – Prosecution of Work, Paragraph 1.A, the Contractor shall begin Work, as defined in Document 00 71 00 – Abbreviations and Definitions, within

7 DAYS

from the date of receipt of Notice to Begin Work.

- B. Contractor shall complete Cradle Frame fabrication and delivery by

November 27, 2026.

- C. Contractor shall complete the removal demolition and transportation of all four Radial Gates from Check Structure 17 by

November 30, 2026.

- D. The Contractor shall complete all Work before the expiration of

December 10, 2026.

- E. The above completion date is based on the Contractor receiving the Notice to Begin Work within 30 days from the date of the bid opening. The Department will extend each completion date by the number of days after the 30 days specified above that the Contractor receives the Notice to Begin Work, except to the extent that the delay in issuance of the Notice to Begin Work results from the failure of the Contractor to perform obligations specified in Document 00 21 13 – Instructions to Bidders. Notwithstanding the provisions of Document 00 72 45 – Prosecution of Work, Paragraph 6, the Contractor shall not be entitled to adjustment in compensation for such extension of the completion date.

1.05 LIQUIDATED DAMAGES

- A. Pursuant to Document 00 72 45 – Prosecution of Work, Paragraph 2:

1. Liquidated damages for failure to complete the work as specified in Paragraph 1.04 B within the time specified will be \$1,000 per day.
2. Liquidated damages for failure to complete the work as specified in Paragraph 1.04 C within the time specified will be \$1,000 per day.
3. Liquidated damages for failure to complete the work as specified in Paragraph 1.04 D within the time specified will be \$1,000 per day.

1.06 PROSECUTION OF WORK

- A. Pursuant to Document 00 72 45 – Prosecution of Work, Paragraph 3.B, the time of completion specified in Paragraph 1.04 is considered insufficient to complete the project working a normal number of hours per day or week on a single-shift basis. It is expected that overtime operations and/or additional shifts may be necessary to achieve completion of Work within the time specified. The contract prices shall include full compensation for costs incurred for compliance with time of completion specified.

1.07 COOPERATION WITH OTHERS

- A. Pursuant to Document 00 72 46 – Control of Work, Paragraph 3.E, the Contractor shall cooperate with others. Other Department contracts will be under construction during the period of the contract, including but not limited to:

SUMMARY OF CONTRACTS

Contract	Estimated Award Date	Estimated Completion Date
Spec No. 20-07 Fire Safety Modernization	September 21, 2023	July 8, 2027

1.08 STORAGE OF CONTRACTOR EQUIPMENT AND FUEL

- A. Contractor equipment shall be stored at approved locations when not in operation.
- B. Contractor fuel trucks and fueling equipment shall be parked at approved storage locations and driven or transported to the work site for refueling purposes.

1.09 PERMITS AND LICENSES

- A. Pursuant to Document 00 72 43 – Compliance with Applicable Laws and Regulations, Contractor shall obtain necessary permits and licenses.
- B. The Contractor shall obtain such permits and licenses, including any maritime approvals, and pay charges and fees for transfer and transportation of all components by all means approved from existing location to Check 17, DWR Coalinga Yard, and back to existing location.

1.10 RESTRICTIONS AND LIMITATIONS

- A. No construction activities shall occur while birds are actively nesting at the check structure. Bird nesting season typically lasts from February 15 to September 01. Nesting Activities are monitored and determined by the Engineer.

1.11 PROJECT CONDITIONS

- A. Only one radial gate shall be removed at a time.
- B. An outage will be required to isolate each radial gate bay for the duration of gate removal and/or for the duration of work in that bay.
- C. The Contractor shall provide a minimum 21 days advanced request for each outage.
- D. Working days are defined Section 01 14 00 – Work Restrictions.
- E. Only conduct work during periods of low rainfall (less than 1/4 inch per 24-hour period) and periods of dry weather (with less than 50 percent chance of rain). Monitor the National Weather Service 72-hour forecast for the Work Site. Do not perform work during a dry-out period of 24 hours after the referenced wet weather. Provide weather forecasts upon request to the Engineer.
- F. The project site is in a county which has been identified by the California Department of Public Health as an area where the Valley Fever fungus in the soil is present. Refer to Document 00 72 41 – Safety, Paragraph 12.B.

1.12 DIVING

- A. The work may require the use of commercial divers. The Contractor shall adhere to Specification Section 01 35 24 – Diving Provisions.
- B. Dive operations will be as directed and paid under Document 00 72 47 – Changes.

1.13 VERIFICATION OF EXISTING FACILITIES

- A. The Contractor shall verify the structural integrity of haul routes and existing facilities, applicable structural dimensions, the location, elevations, weight, and dimensions of existing facilities, and other dimensions and data required to complete the project.

1.14 PROJECT O&M INSTRUCTION NO. OP-2

- A. General: Contractor's attention is directed to Document 00 72 41 – Safety, Paragraph 5, 6, 10 and 14.C. and Document 00 72 44 – Contractual Relationship of Parties, Paragraph 3. Department staff will be complying with Department's internal safe clearances, hot line orders, special conditions, and general switching requirements as specified in Project O&M Instruction No. OP-2. For this contract, Contractor will be trained by Department staff and participate in OP-2 procedures as it relates Section V.Q – Operations Associated with Contractors. In order to understand Department procedures and constraints when work is being done on Department property, Contractor also shall review the other sections of OP-2 which Department personnel will be following.

Per Section V.Q, Contractor doing work near or on Department property will need to work under the oversight of an authorized Department representative trained in OP-2 procedures. Department will issue a construction permit to the Contractor's representative. The construction permit assures the Contractor that no person is authorized to remove the Lockout and Tagout protection or operate specified equipment while the construction permit is in place. Contractor will need to cooperate in this process per the Section V procedures before construction work can begin.

- B. Training: Before beginning the work and after mobilization to the work site, Department will provide approximately 2 to 4 hours of OP-2 awareness training to familiarize the Contractor's workforce, including newly added personnel with procedures contained in Project O&M Instruction No. OP-2.
- C. The Project O&M Instruction No. OP-2 is reviewed and updated regularly, and the latest version will govern Department's procedures. The latest Project O&M Instruction No. OP-2 can be accessed through the website listed on Document 00 30 00 – Information Available.
- D. For new clearances, Department and the Contractor will meet to discuss the Department's Safe Clearance Procedure and other operations associated with State Water Project System to aid in accomplishing the contract work with maximum safety to personnel and equipment and with minimum chance of error. After Department and the Contractor fully understand the system and equipment, Department and the Contractor will develop the safe clearance as a joint effort before beginning work. The Contractor may designate lead personnel that are fully trained in OP-2 requirements to train new personnel added as work progresses. For existing clearances, the Contractor must walk with the Engineer or other designated Department staff through Department's

clearance points before beginning the work. If the Contractor requests additional safe clearance points or locks, Department will remove the clearance and develop a new safe clearance in conjunction with the Contractor.

- E. The Contractor must notify Department 48 hours in advance of any need to modify or release safe clearance points.
- F. Pursuant to Safety Orders and Document 00 72 48 – Payments and Retentions, Paragraphs 2.C and 2.D, the Contractor must identify correctly to Department any additional equipment or other items that may be required to be included for the safe clearance during or after the new equipment are installed.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 RIGHT OF WAY

- A. The Department will furnish right of way for the project. Limits of the right of way will be flagged for the Contractor's guidance during construction operations. If the Contractor or the Contractor's employees disturb such flagging, it shall be immediately replaced by the Contractor as directed at no additional expense of the Department.
- B. The Contractor will be allowed to use right of way obtained by the Department as shown for roads and for parking spaces purposes. The Department may make limitations for its use or for the use of others.

1.03 ACCESS RESTRICTIONS

- A. Access to the work site is restricted for security purposes. The Contractor shall plan and schedule access to the work site during normal working hours of Monday through Friday, 6:00 a.m. to 6:00 p.m. Work areas will not be accessible during non-working days.
- B. Non-working days are defined as Saturdays, Sundays, and legal holidays.
- C. If the Contractor requests access to the work site during the hours outside the hours specified above, the Contractor shall request such exception from the Engineer at least 24 hours in advance, and shall proceed only upon approval.

1.04 LOCKED GATES

- A. The Contractor shall make arrangements with the Engineer for secure access to the work site.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 22 14

UNIT PRICE MEASUREMENT BY TON

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section documents how materials will be paid based on a weight basis and includes requirements for scales.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, other Division 1 sections, and Drawings apply to this section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Materials to be paid for by the ton shall be weighed on sealed scales furnished by the Contractor or on other sealed scales regularly inspected by the State Division of Measurement Standards. Scales shall be suitable for the purpose intended and shall conform to the tolerances and specifications of the State Division of Measurement Standards.
- B. The Contractor shall have scales inspected and sealed by the State Division of Measurement Standards or its authorized representatives, as often as Engineer may determine necessary to ascertain the accuracy of such scales.
- C. Platform scales shall be of sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combinations of vehicles may be weighed as separate units provided they are disconnected while being weighed.
- D. Scales shall be operated by a weighmaster licensed in accordance with the provisions of the California Business and Professions Code,

Division 5, Chapter 7. The form of weighmaster certificate shall be as prescribed by Sections 12714, 12714.5, and 12715.

- E. The Engineer may be present to witness the weighing. If the weighing is not witnessed by the Engineer, the Contractor shall furnish a Public Weighmaster's certificate, or a certified daily summary weigh sheet.
- F. The operator of each vehicle weighed shall obtain a weight slip or load slip from the weigher and deliver the slip to the Engineer at the point of delivery of the material or as directed.
- G. Vehicles used for hauling materials shall be weighed empty daily and at such additional times as directed.
- H. If material is shipped by rail, the car weights will be accepted, provided that the actual weight of material only will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material passed through mixing plants.

4.02 WEIGHT MEASUREMENT

- A. The weight of Aggregate Base to be paid for by the ton will be determined by deducting from scale weights the weight of water in excess of one percentage point more than the optimum moisture content required for compaction. The Engineer will take samples at the point of placement.

4.03 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 PRECONSTRUCTION MEETING

- A. The Contractor shall attend a preconstruction meeting at Sacramento Project Headquarters as scheduled by the Engineer within 7 days from the date of receipt of Notice to Begin Work.
- B. Agenda: The meeting agenda will include the following:
 - 1. Construction schedules.
 - 2. Submittal schedules.
 - 3. Certified small business/micro business participation.
 - 4. Discussion of specification requirements.
 - 5. Environmental protection.
 - 6. Progress pay estimates.
 - 7. Inspectors.
 - 8. Quality control/quality assurance plan.
 - 9. Safety.
 - 10. Listing of subcontractors and suppliers.
 - 11. Addressing of letters.
 - 12. Weekly progress meetings.

1.02 RELATED SECTIONS

- A. Supplementary Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 WEEKLY PROGRESS MEETINGS

A. Weekly progress meetings will be held with the Contractor by one or more of the following as determined by the Engineer:

1. Via teleconference.
2. At the work site.
3. At the Sacramento Project Headquarters.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 CONTRACTOR'S SCHEDULE

- A. Related Sections: Supplementary Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.
- B. Time of Completion: Contractor's time of completion shall adhere to the time of completion specified in Section 01 11 00 – Summary of Work, Paragraphs 1.04 and 1.05, unless revised as provided in Document 00 72 45 – Prosecution of Work, Paragraph 3.A. Any such revisions will be formalized by change order.
- C. Schedule General Requirements:
 - 1. The Contractor shall submit to the Engineer a comprehensive, realistic and orderly schedule. The schedule shall present a logical sequence of activities in sufficient detail to show completion of the components of the work within the time specified or any adjustments thereof. The number of activities shall be sufficient to show thorough planning of the work, and to monitor progress.
 - 2. The schedules shall conform to industry standard Critical Path Method (CPM) scheduling in precedence diagram format utilizing Primavera P6 software or equal.
 - a. Software equal to Primavera P6 shall be capable of:
 - 1) Generating files that can be imported into Primavera P6.
 - 2) Comparing two schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties.
 - 3. The schedule shall utilize the Work Breakdown Structure (WBS) hierarchy to breakdown project deliverables. Project deliverables shall be organized in a manner that clearly identifies the various activities needed to produce the deliverables.
 - 4. Activity codes shall be setup at the project level and, at a minimum, be used to identify responsibility. Activity codes may also be used to identify other reporting needs such as area, locations, work shifts, and memorandum directives.

5. Errors or omissions in the schedule including failure of the schedule to include any element of the work, shall not relieve the Contractor from responsibility for accomplishing the work in accordance with the contract requirements.
6. The project calendar(s) shall be a normal workweek that excludes weekends and state and union observed holidays. Special calendars for overtime, additional shifts, or access restrictions may also be defined at the Contractor's option. All calendars shall be project specific (not global), and the calendar name shall begin with the project specification number.
7. Constraints shall only be used for the activities specified in Section 01 11 00 – Summary of Work, Paragraph 1.04. Mandatory constraints are not allowed within the schedule.
8. All activities shall have a minimum of one predecessor and one successor, except for the Notice to Begin Work and complete balance of work date, as specified in Section 01 11 00 – Summary of Work, Paragraph 1.04. The predecessors and successors shall be related to the work and be part of the sequential string of activities that are required to complete a task.
9. The critical path is defined as the longest path of activities associated with each time of completion listed in Section 01 11 00, Paragraph 1.04 and any adjustments thereof, where the total float is less than or equal to zero.
10. Each activity shall include a description of the work, work location, calendar ID, and responsibility code to identify who will perform the work.
11. On-site activities shall not have a duration of over 20 working days. Activities such as submittals, submittal reviews, procurement, and delivery of materials or equipment may have a duration of over 20 working days.
12. Show Department-owned float as the predecessor activity to complete the balance of work date as specified in Section 01 11 00 – Summary of Work, Paragraph 1.04.

D. Float:

1. Contractor may show early completion time on any schedule if the schedule is in conformance with contract requirements. A Baseline Schedule showing work completing in less time than date specified in the Contract, and accepted by the Department, will be considered to have Project Float.

2. Project Float is not for the exclusive use of either the Department or the Contractor but is an expiring resource available to both parties on a nondiscriminatory basis.
3. The Contractor may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently, or by completing activities earlier than planned. This time is a resource for the exclusive use of the Contractor.
4. A request for an extension of time or contract adjustment will be based on the time of completion dates set forth by Section 01 11 00 – Summary of Work, Paragraphs 1.04 and 1.05. No claim for extension of time or contract adjustment in compensation will be allowed for delays to work scheduled for completion earlier than and completed within the time specified or any adjustments thereof as specified in Document 00 72 45 – Prosecution of Work, Paragraph 3.A.
5. The Engineer may accrue Department-owned float by early review completion of any submittal and/or by any other means and methods if such acts save time on the critical path.
6. Department-owned float is a resource for the exclusive use of the Department.
7. The Engineer may request the Contractor to prepare a Time Impact Evaluation (TIE) to determine the effect of Department-owned float. The Engineer documents the Department-owned float by directing the Contractor to update the Department-owned float activity on the next Monthly Updated Schedule.

E. Baseline Schedule:

1. The Contractor shall submit to the Engineer a Baseline Schedule within 15 days after the receipt of the Notice to Begin Work.
 - a. The Baseline Schedule shall show:
 - 1) Notice to Begin Work and time of completion dates as designated zero duration (milestone) activities.
 - 2) On-site activities with planned dates of duration.
 - 3) Off-site activities including design, procurement, fabrication, and delivery of equipment and materials.

- 4) The submittals of working drawings, data, and samples as activities, showing the date of submittal and review by the Engineer.
 - 5) The sequences for performing the work, including the logical link between time-scaled work activities.
 - 6) Mobilization and demobilization of equipment.
 - 7) Phases of construction.
 - 8) Testing, inspection, hold-points, and notice to the Department for Department-related work.
 - 9) Approvals and permits required by regulatory agencies or other third parties.
 - 10) Time-related access restrictions to, and limitations on availability of work area.
2. The Contractor shall submit a Baseline Schedule Narrative as part of the schedule submittal explaining the general approach to the schedule preparation. The narrative shall include:
 - a. General work plan.
 - b. Basis and assumptions used for preparing the schedule.
 - c. Contractor's schedule structure.
 - d. Critical path summary.
 - e. Sequencing and other constraints.
 - f. Work hours, holidays, and nonworking days.
 3. The Contractor shall submit with the Baseline Schedule an estimate of earnings/cash flow by month.
 4. Acceptance of the Baseline Schedule or any updates by the Engineer does not relieve the Contractor of responsibility for scheduling, sequencing, and prosecuting the work to comply with the requirements of the contract.
 5. The Engineer can, at any time, require the Contractor to adjust, revise, or clarify any portion of the schedule deemed insufficient for monitoring of the work.

6. Submittal of the Baseline Schedule and subsequent updated schedules will be considered the Contractor's representation that the submitted schedule meets all the requirements of the Contract and that work will be executed in the sequence indicated on the submitted schedule.
 7. The Baseline Schedule and each revision thereof shall conform to the requirements in Paragraphs 1.01.C and 1.01.J, Schedule General Requirements, and Schedule Deliverables and Section 01 33 00 – Submittal Procedures, Paragraph 1.01.
 8. The Baseline Schedule shall show the activities that define the critical path. Use of multiple critical paths and near-critical paths shall be kept to a minimum.
 9. The Baseline Schedule shall not extend beyond the number of original working days or time of completion specified in Section 01 11 00 – Summary of Work, Paragraphs 1.04 and 1.05.
 10. The Baseline Schedule shall start with the Notice to Begin Work.
 11. A Baseline Schedule showing negative float will be rejected.
- F. Monthly Updated Schedule:
1. The Contractor shall submit to the Engineer a Monthly Updated Schedule on the 21st of the month or a date determined by the Engineer.
 2. Each Monthly Updated Schedule shall be the same format as and extracted from the accepted Baseline Schedule.
 3. Each Monthly Updated Schedule shall only reflect the status of the work for the previous month showing:
 - a. Actual start dates.
 - b. Actual finish dates.
 - c. Estimated duration and finish date for all activities in progress.
 - d. Physical percent complete for activities in progress.
 - e. Nonworking days if granted by the Engineer.
 - f. The current critical path for the remainder of the project from the data date to the last activity of the project.
 - g. Preparation and review cycle time for any resubmittal.

4. Any proposed changes to the schedule projecting a delay to the critical path or final completion date shall be submitted in a form of a:
 - a. Time Impact Evaluation (TIE).
 - b. Executed Change Order.
 - c. Recovery Schedule.
 - d. Revision Schedule.
5. As part of the Monthly Updated Schedule, the Contractor shall prepare a Schedule Progress Narrative with all applicable documents including the changes between the previous Monthly Updated Schedule and current Monthly Updated Schedule. The review period does not start until the previous month's required Monthly Updated Schedule is accepted. The narrative shall describe:
 - a. Changes in schedule logic, work sequence, and activity duration.
 - b. The physical progress and work completed during the report period.
 - c. Description of the current critical path.
 - d. Changes to the critical path and scheduled completion date since the last Monthly Updated Schedule submittal.
 - e. Contractor's plans for continuing the work during the forthcoming report period, and actions planned to correct work that is behind schedule.
 - f. Discussion of potential delays and problems and their impact on performance and time of completion dates.
 - g. Reasons for early or late scheduled completion dates in comparison to the specified contract completion dates.

G. Final Updated Schedule:

1. A Final Updated As-built Schedule with actual start and finish dates for all activities and time of completion dates shall be submitted and favorably reviewed prior to certification of completion of the work under Document 00 72 46 – Control of Work, Paragraph 14.

2. The Contractor shall certify that the Final Updated As-built Schedule reflects the actual start and finish dates of all the activities for the project.
- H. The Engineer will review and return the Baseline Schedule within 10 days and the Monthly Updated Schedules within 5 days after receipt of all information required under this section. A schedule designated "REJECTED" or "DEFECTS NOTED" shall be revised or corrected and resubmitted to the Engineer within seven days after its receipt by the Contractor.
- I. Weekly Two-Week Look-Ahead Schedule:
1. Each week the Contractor shall update the Weekly Two-Week Look-Ahead Schedule and email to the Engineer an electronic copy two days prior to the Weekly Progress Meeting. The Weekly Two-Week Look-Ahead Schedules shall be extracted from and show a greater level of detail than the latest Monthly Updated Schedule.
 2. The Weekly Two-Week Look ahead Schedules shall be taken from the Monthly Updated Schedule and shall include activities in progress and activities that are scheduled to start within the next two weeks.
- J. Schedule Deliverables:
1. The following shall be loaded onto the designated secure server with the Baseline Schedule and Monthly Updated Schedules. All submitted schedules shall be identified by the designated Department submittal number:
 - a. Computer files of the schedule which shall be in Primavera P6 (.xer file) or equal as required in Paragraph 1.01.C.2.
 - b. Schedule Narrative or Schedule Progress Narrative as described in Paragraph 1.01.E.2 and Paragraph 1.01.F.4.
 - c. Electronic copy of the Primavera P6 schedule layout(s) (.plf file).
 2. The Engineer may withhold all or part of a progress payment under Document 00 72 48 – Payments and Retentions, Paragraph 2.D.2 when the Contractor has failed to provide schedules as specified here and in Paragraphs 1.01.E.1, 1.01.F.1, and 1.03.A.

1.02 RECOVERY SCHEDULE AND SCHEDULE REVISION

- A. If the Monthly Updated Schedule is projecting a delay of more than five working days to the critical path or completion date considering all granted time extensions, the Engineer may order the Contractor to submit a Recovery Schedule. The Recovery Schedule shall illustrate the impacts or delay on the current scheduled time of completion dates. The Recovery Schedule shall show a detailed and realistic plan to complete the project on time. The approval process, contents, and deliverables shall be the same as for the Baseline Schedule.
- B. The Engineer can, at any time, request a Revised Schedule due to changes or modifications to contract specifications and/or drawings. The approval process, contents, and deliverables shall be the same as for the Baseline Schedule.

1.03 TIME IMPACT EVALUATION AND TIME EXTENSION

- A. Any written documentation or analysis submitted in accordance with Document 00 72 45 – Prosecution of Work, Paragraph 4.A shall include a Time Impact Evaluation (TIE) which includes both a written narrative and a fragmentary network (fragnet) depicting how the changed work or delay affects the critical path. An electronic copy of the schedule in the required format, including a layout to illustrate the fragnet, shall be provided with the TIE.
- B. The TIE shall be submitted within thirty days after a notice of the occurrence is provided in accordance with Document 00 72 45 – Prosecution of Work, Paragraph 4.A.1. If the Contractor does not submit a TIE within 30 days after notice of the occurrence, the Contractor waives all rights for a time extension for that occurrence under Document 00 72 45 – Prosecution of Work, Paragraph 4.B.
- C. The TIE shall use the accepted schedule that has a data date closest to and before the date the delay occurred. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the delay, the accepted schedule shall be updated to the day before the delay being analyzed.
- D. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If the fragnet shows that incorporating the event modifies the critical path and the contract completion date(s) of the accepted schedule, the difference between the scheduled completion dates of the two schedules will be used as the basis for determining the time extension to the contract.
- E. Show only actual as-built work, not unauthorized changes related to subsequent updated schedules.

- F. Schedule changes authorized by a change order shall be shown on the next Monthly Updated Schedule.
- G. The controlling cause of delay will be determined by using the critical path defined in Paragraph 1.01.C.9.
- H. The Department will not be liable to the Contractor for any constructive acceleration or other impacts from failure to grant time extensions if caused in whole or in part by the failure of the Contractor to comply with the submission requirements for time extension requests.
- I. Allow 30 Days for review of submitted TIE. Accepted TIE schedule changes shall be shown on the next Updated Monthly Schedule. The contents and deliverables shall adhere to Paragraph 1.01.J.1.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUBMITTAL REQUIREMENTS

A. Description:

1. This section covers the submittal requirements. The Contractor shall provide submittals as described in this section. The types of submittals are listed in the Submittal Register in Paragraph 3.01.
2. General Conditions, Supplementary Conditions, other Division 1 sections, and Drawings apply to this section.

B. General:

1. Pursuant to Document 00 72 44 – Contractual Relationship of Parties, Paragraph 3, and Document 00 72 46 – Control of Work, Paragraph 4, the Contractor shall furnish submittals as are required for control of the work.
2. Neither the review nor lack of review of submittals shall waive the requirements of the contract or relieve the Contractor of any obligations thereunder.
3. The Contractor shall check, correct, and sign submittals prior to submission, whether they are prepared by the Contractor or others.
4. The Department will provide a descriptive name for certain Submittals that is defined in the Submittals Paragraph or elsewhere within the Specification Document or Section that requires the Submittal. The descriptive names provided by the Department will also appear in the Submittal Register under the column heading, "Description of Submittal".
5. Submittals that have not been given a descriptive name by the Department and do not appear in the Submittal Register will be referred to as Ad Hoc and shall be named by the Contractor at time of Submission.
6. Each Submittal shall be designated by a Submittal Title which includes the following:
 - 1) Specification Document or Section Number.

- 2) Paragraph Number.
 - 3) Descriptive name defined in the Submittals Paragraph or elsewhere within the Specification Document or Section that requires the Submittal, unless the submittal is considered Ad Hoc.
7. All items listed below the descriptive name within the Specification Document or Section that requires the Submittal are to be incorporated into a single Submittal.

C. Identification of Submittals:

1. The Department (DWR) File Number is defined as follows:
 - a. The DWR File Number consists of a prefix followed by a hyphen and then a sequential number beginning with "101". The prefix for this project is "K67". Thus, the first submittal would be identified by DWR File Number "K67-101"; the second submittal would be "K67-102", and so on.
2. Submittals, including each drawing, shall be clearly identified by the DWR File Number, Submittal Title, the Contractor's name, Contract Number, project name and location, Specification Number, and description and location of applicable portions of the project. Submittals shall be in English language and units shall be in the English system of units, as used in the United States.
3. Resubmittals shall be identified by the DWR File Number under which they were initially submitted, plus an alphabetical suffix beginning with the letter "A". Thus, resubmittal of the first submittal would be identified by DWR File Number "K67-101A"; the second resubmittal of this same package would be "K67-101B"; and so on until the submittal is approved.
4. Where applicable, Submittals shall reference the Specification Document or Section Number, Bid Item Number(s) and Contract Drawing Sheet Number(s).

D. Time of Submission:

1. The Contractor shall furnish submittals as specified and in such manner and sequence that they may be inspected in an orderly manner prior to performance of the work.
2. The Contractor shall submit all related information necessary for such inspection.

E. Method of Transmittal:

1. Submittals shall be sent to the Engineer electronically by uploading to the Department's designated secure server location, except for samples and operation and maintenance (O&M) instructions, which shall be sent in hard copy by certified mail or approved delivery service.
2. The Engineer will return submittals to the Department's designated secure server location and will notify the Contractor by e-mail when the returned submittal is uploaded. The Engineer will return hard copy samples and O&M instructions by certified mail or approved delivery service.

F. Definition of Received and Returned:

1. Submittals and resubmittals will be considered received by the Engineer on the date the Department receives an e-mail notification that the submittal has been uploaded to the Department's designated server location, provided the submittal has been properly uploaded as determined by the Engineer. If the e-mail is sent after 15:30 California local time or on a weekend or State holiday, the official date received will be the next business day. Submittals and resubmittals of hard copy samples and O&M instructions will be considered received by the Engineer on the date the Department receives them by certified mail or approved delivery service.
2. Submittals will be considered returned to the Contractor on the date the Engineer sends the Contractor an e-mail that the returned submittal has been uploaded to the Department's designated server location, provided the submittal has been properly uploaded. Submittals of hard copy samples and O&M instructions will be considered returned to the Contractor on the date the Engineer mails or dispatches them to the Contractor.
3. Submittals will be considered received by the Contractor on the date the Engineer sends an e-mail notification that the submittal has been uploaded to the Department's electronic server location, provided the submittal has been properly uploaded. Submittals of hard copy samples or O&M instructions will be considered received by the Contractor on the date the Contractor receives them by mail or delivery service.

1.02 CERTIFIED SMALL BUSINESS/MICRO BUSINESS (SB/MB)
PARTICIPATION

- A. It is the Department's intent to promote the participation of certified Small Business/Micro Business (SB/MB) enterprises in construction projects and to achieve the Department's SB/MB Enterprises goal of 25 percent.
- B. Information that pertains to work expected to be done by certified SB/MB subcontractors or suppliers will be required from the awarded Contractor only. This information is not required as part of the bid package.
- C. The information shall be submitted within 15 days from the date of receipt of the notice to begin work. The information includes the following:
 - 1. Where applicable, the Contractor shall include all certified SB/MB subcontractors or suppliers that contribute to contract performance and may include proportionate share of products and services that are normally allocated as indirect costs.
 - 2. Names and addresses of the certified SB/MB subcontractors or suppliers.
 - 3. The amounts estimated to be paid to the certified SB/MB subcontractors or suppliers.
 - 4. Description of the work to be done by the certified SB/MB subcontractors or suppliers.
- D. The information provided is intended to be a best estimate of certified SB/MB participation for the contract. Submittal of this information will not obligate Contractor to provide these amounts or percentages to certified SB/MB Businesses except as would otherwise be required by law.
- E. The Contractor, upon completion of work, shall report to the Department the actual percentage of Small Business/Micro Business (SB/MB) participation that was achieved.
- F. Submit the information as specified in Paragraph 1.01 E.

1.03 SUBMITTALS

- A. The Contractor shall submit the following:
 - 1. Certified Small Business/Micro Business (SB/MB) Participation:

- a. Incorporating the requirements of Paragraph 1.02 C of this section.
- 2. SB/MB Participation:
 - a. Incorporating the requirements of Paragraph 1.02 E of this section.

1.04 WORKING DRAWINGS AND DATA

A. General:

- 1. Each submittal of working drawings and data in the form of reproducible prints and optional electronic media shall be accompanied by a letter containing a list of titles and numbers of the drawings and data submitted as specified in Paragraph 1.01 C, Identification of Submittals. A title shall be included on each working drawing and data sheet identifying the feature or features shown on the working drawing or data sheet.
- 2. Working Drawings:
 - a. General: Working drawings shall conform to ANSI Standard Y14.1, Engineering Drawing Sheet Size D (22 inch by 34 inch), or larger unless otherwise approved. Working drawings may include, without limitation, equipment assembly drawings, shop drawings, electrical schematics, wiring diagrams, pipe layouts and similar working drawings. The working drawings shall contain required plan views, cross sections, details, and other information necessary for the work. Working drawings of structures, reinforcing steel, pipeline layouts and details shall be drawn to scale.
 - b. Electrical Schematics:
 - 1) Electrical schematics or ladder diagrams shall be submitted with a detailed functional narrative to enable the Department to review in a complete and thorough manner.
 - 2) The submittal of electrical schematics will be inspected by the Department and returned as specified. The Contractor shall not submit wiring diagrams before return of the Department's marked schematics for the same circuitry. Wiring diagrams submitted shall accurately represent the schematics marked and returned by the Department. Wire designations shall be in accordance with the Department standards as shown on typical wiring diagram drawing.

3. Data:
 - a. Data on materials and equipment may include, without limitation, materials and equipment lists, parts list, instruction sheets, catalog data sheets, performance curves, diagrams, samples and similar descriptive material. Data on materials and equipment shall contain the name and location of the supplier or manufacturer, telephone number, trade name, catalog reference, model number and all other pertinent data.
4. The Contractor shall submit:
 - a. Samples in triplicate.
 - b. One copy of each Computer-Aided Drafting (CAD) drawing file on separate electronic file:
 - 1) The files shall be labeled with the specification number, contract number, project name, and location as specified in Paragraph 1.01 C, Identification of Submittals.
 - 2) The CAD drawing files and other data shall be submitted in Adobe PDF format and AutoCAD 2012 DWG or Microstation V8 DGN format with a 300 dots per inch minimum resolution. Each file shall contain only one drawing. Other formats of the files will be considered acceptable provided the Department has the proper software to read the files.
 - 3) The following information shall be submitted with the electronic files:
 - a) Name of software used to create the drawings and files.
 - b) An index correlating drawing titles and filenames for each electronic submittal package.

B. Inspection and Revision:

1. The Engineer will inspect and return working drawings and data within 15 days after receipt thereof, or within 15 days after receipt of all related information necessary for such inspection, whichever is later. After review, electronic copies of each working drawing and two copies of data will be returned, marked "NO APPARENT DEFECTS", "DEFECTS NOTED", "DEFECTS NOTED, RESUBMITTAL WAIVED", or "REJECTED". Defects discovered on inspection will be indicated on the working drawing or data, or otherwise communicated to the Contractor in writing.
2. Samples to be incorporated in project will be returned, together with a written notice designating the sample:
 - a. "NO APPARENT DEFECTS",
 - b. "DEFECTS NOTED, RESUBMITTAL WAIVED",
 - c. "DEFECTS NOTED",
 - d. "REJECTED" and indicating defects discovered on inspection, or
 - e. "NO ACTION TAKEN" for information only.
 - f. Other samples not going to be incorporated in project will not be returned, but the same notice will be given with respect thereto, and such notice shall be considered a return of the sample.

3. A working drawing or data designated "REJECTED" or "DEFECTS NOTED" shall be revised or corrected and resubmitted in its entirety to the Engineer within 15 days after its receipt by the Contractor, unless revision or correction is waived by the Engineer. Resubmittal of just the corrections and not the entire submittal will not be accepted unless directed.
 - a. Such resubmittals will be reinspected and returned in the same manner as original drawings and data within 15 days after receipt thereof, or within 15 days after receipt of all related information necessary for such reinspection, whichever is later.
 - b. Any revised drawing or data designated "DEFECTS NOTED" or "REJECTED" and any corrected sample so designated shall be further reinspected or corrected in accordance with the foregoing procedures.
4. The Contractor may proceed with any work covered by a working drawing or data designated "NO APPARENT DEFECTS" or "DEFECTS NOTED, RESUBMITTAL WAIVED" provided the Contractor complies with the comments noted. The Contractor may also proceed with the unaffected portions of the work covered by a working drawing or data designated "DEFECTS NOTED"; and, if resubmittal is expressly waived in writing, may proceed with any work covered by such working drawing or data, provided that the Contractor proceeds in accordance with the Engineer's notes and comments.
5. The Contractor shall not begin any work covered by a working drawing or data designated "REJECTED", or any portion of work noted as defective on a working drawing or data designated "DEFECTS NOTED" if resubmittal is not expressly waived in writing.

C. Submittal Schedule:

1. The Contractor shall submit to the Engineer a Submittal Schedule for submission of working drawings and data. Such schedule shall list working drawings and data and the number of days after the receipt of notice to begin work that working drawings and data shall be submitted.
2. Working drawings and data shall be in such manner and sequence that they may be inspected in an orderly manner before the subject portions of the work are performed.
3. The Submittal Schedule will be inspected by the Engineer and the Contractor shall correct any defects noted.

- a. The Submittal Schedule shall present a complete and current plan for orderly submission of such drawings and data.
- b. The Contractor shall promptly notify the Engineer of any occurrence requiring substantial revision of the Submittal Schedule and shall furnish a revised schedule within 15 days of such occurrence.
- c. The Contractor shall also provide the Submittal Schedule in the i-Calendar format.
- d. Revised schedules will be inspected and corrected in the same manner as the original schedule.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SUBMITTAL REGISTER

- A. The Contractor shall coordinate the Submittal Register with the requirements of the specification, and the listing of the submittals in the Submittal Register shall not relieve the Contractor from providing additional submittals specified.

SUBMITTAL REGISTER

DIVISION NO.	SPECIFICATION NO.	PARAGRAPH NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES
				WORKING DRAWINGS	SAMPLE	MFR'S DATA	CERT.	TEST REPORT	OTHER AS SPECIFIED	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified
00	00 21 26 – INSTRUCTIONS FOR DVBE GOAL AND INCENTIVE									
	00 21 26	6.B	Document 00 21 26-1 DVBE Quarterly and Final Report						X	Quarterly and after completion (prior to acceptance)
		6.C	Document 00 21 26-2 Certification of DVBE Participation Upon Contract Acceptance						X	Upon acceptance of the contract
		6.E	Document 00 21 26-3 DVBE Percentage Achieved and Certification of Total Payment to Prime Contractor						X	After receipt of final contract payment
	00 72 41 – SAFETY									
	00 72 41	2	Safety Prequalifications						X	Prior to start of on-site work
		6.A	Injury and Illness Prevention Program (IIPP)						X	15 days prior to start of on-site work
		6.B	Written Safety Program and Code of Safe Practices						X	15 days prior to start of on-site work
		7	Pre-Work Safety Plan (PWSP)						X	15 days prior to start of on-site work
		8	Site Specific Emergency Response Plan (ERP)						X	15
		9.A	Fire Prevention and Control Plan						X	15 days prior to start of on-site work
		12.A	Heat Illness Prevention Plan (HIIPP)						X	15 days prior to start of on-site work
		13.D	Safety Data Sheets (SDS)						X	
		14.A.1	Program for Confined Space Entry and Permit Required Confined Space Entry						X	15 days prior to entering confined space
		14.B	Fall Protection Plan						X	If work involves fall hazards, 15 days prior to start of on-site work
		14.C.4	Trenching and Excavation: Competent Person						X	
		14.D	Scaffolds: Qualified Person						X	
	14.E	Formwork, Falsework, and Vertical Shoring	X					X	30 days prior to use	
	00 72 43 – COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS									
	00 72 43	12.A	Environmental Product Declaration (EPD)						X	15 (per Document 00 73 00 1.B)
	00 72 44 – CONTRACTUAL RELATIONSHIP OF PARTIES									
	00 72 44	5.A	Certificates of Insurance						X	15

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

SUBMITTAL REGISTER

DIVISION NO.	SPECIFICATION NO.	PARAGRAPH NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES
				WORKING DRAWINGS	SAMPLE	MFR'S DATA	CERT.	TEST REPORT	OTHER AS SPECIFIED	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified
00	00 72 46 – CONTROL OF WORK									
	00 72 46	3.B.1	Qualifications and experience of the Contractor's Representative						X	15
01	01 32 16 – CONSTRUCTION PROGRESS SCHEDULE									
	01 32 16	1.01 E	Baseline Schedule						X	20 days after NTBW
		1.01 F	Monthly Updated Schedule						X	Monthly
		1.01 G	Final Updated Schedule						X	At Completion
		1.01 H	Two-Week Look-Ahead Schedule						X	Weekly
		1.03 B	Time Impact Evaluation						X	Within 30 days after notice of the occurrence
01 33 00 – SUBMITTAL PROCEDURES										
	01 33 00	1.03 A.1	Certified Small Business/Micro Business (SB/MB) Participation						X	5
		1.03 A.2	SB/MB Participation						X	At completion
		1.04 C.1	Submittal Schedule						X	
01 35 24 – DIVING PROVISIONS										
	01 35 24	1.04 A	Injury and Illness Prevention Program							
		1.04 B	Safe Practices Manual							
		1.04 C	Dive Operations Plan							
		1.04 D	Pre-Work Safety Plan							
		1.04 E	Site-Specific Job Hazard Analysis							
		1.04 F	Emergency Management Plan							
		1.04 G	Dive Personnel Qualifications							
		1.04 H	Proof of Commercial General Liability Insurance							
		1.04 I	Specialty Insurance							
01 55 26 – TEMPORARY TRAFFIC CONTROL										
	01 55 26	1.04 A	Traffic Control Plan						X	
		1.04 B	Temporary Fencing	X		X	X		X	
01 56 00 – TEMPORARY BARRIERS AND ENCLOSURES										
	01 56 00	1.04 A	Description of the Temporary Fencing						X	
01 57 23 – TEMPORARY STORM WATER POLLUTION CONTROL										
	01 57 23	1.08 A	Preconstruction Stormwater Submittal						X	Prior to start of work
01 71 13 – MOBILIZATION										
	01 71 13	1.04 A	Equipment List						X	Prior to start of work

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

SUBMITTAL REGISTER

DIVISION NO.	SPECIFICATION NO.	PARAGRAPH NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES	
				WORKING DRAWINGS	SAMPLE	MFR'S DATA	CERT.	TEST REPORT	OTHER AS SPECIFIED	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified	
01	01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL										
	01 74 19	1.04 A	Solid Waste Disposal and Recycling Quarterly Reports						X		
		1.04 B	Solid Waste Disposal and Recycling Final Report						X		
02	02 41 13 – SELECTIVE SITE DEMOLITION										
	02 41 13	1.04 A	Removal and Containment Plan						X		
	02 60 00 – CONTAMINATED SITE MATERIAL REMOVAL										
	02 60 00	1.04 A	Training and certification Documents				X		X		
		1.04 B	Hazardous Materials and Hazardous Waste Management Plan						X		
		1.04 C	Community Health and Safety Plan						X		
		1.04 D	Work Site Health and Safety Plan						X		
		1.04 E	Project Documentation						X		
	05	05 50 00 – METAL FABRICATIONS									
		05 50 00	1.04 A	Manufacturer Product Data			X		X	X	
1.04 B			Shop Drawings	X				X	X		
1.04 C			Mill Certifications for All Fabricated Metal			X	X		X		
1.04 D			Shop Welding Submittals				X		X		
1.04 E			Quality Control Submittals						X		
07	07 91 16 – JOINT GASKETS										
	07 91 16	1.04 A	Manufacturer Product Data			X		X	X		
31	31 00 00 – EARTHWORK										
	31 00 00	1.04 A	Work Plan						X	Prior to beginning earthwork operations.	
	31 05 19 – GEOSYNTHETICS FOR EARTHWORK										
	31 05 19	1.04 A	Certificate of Compliance				X		X		
		1.04 B	Manufacturer's Data			X			X		
		1.04 C	Sample		X				X		
		1.04 D	Equipment List			X			X		
	31 23 19 – DEWATERING										
	31 23 19	1.04 A	Dewatering Plan	X			X		X	30 days prior to installation of the dewatering system	
		1.04 B	Drilling Plan						X		

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

SUBMITTAL REGISTER

DIVISION NO.	SPECIFICATION NO.	PARAGRAPH NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES
				WORKING DRAWINGS	SAMPLE	MFR'S DATA	CERT.	TEST REPORT	OTHER AS SPECIFIED	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified
32	32 11 23 – AGGREGATE BASE COURSES									
	32 11 23	1.04 A	Source, Gradation and Laboratory Certificates				X			Prior to delivery of aggregate base to site
		1.04 B	Work Plan						X	Prior to beginning of grading and compaction of aggregate base
32	32 31 13 – CHAIN LINK FENCES AND GATES									
	32 31 13	1.04 A	Certificates for Materials				X		X	
		1.04 B	Catalog Cuts			X			X	
		1.04 C	Working Drawings	X		X			X	
35	35 01 01 – OPERATION AND MAINTENANCE OF RADIAL GATES									
	35 01 01	1.04 A	Radial Gate Removal Plan						X	
		1.04 B	Crane Pick Plan						X	
	35 20 14 – STOPLOG									
	35 20 14	1.04 A	Product Data			X			X	
		1.04 B	Shop Drawings	X					X	
		1.04 C	Certified Test Report				X	X	X	
		1.04 D	Procedures – Seal Installation Plan						X	

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 35 24

DIVING PROVISIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section describes the provisions for services of certified diving crews for performing underwater work.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 REFERENCES

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. Occupational Safety and Health Administration (OSHA).
 - 2. California Division of Occupational Safety and Health (CAL/OSHA):
 - a. Manual for Diving Safety.
 - 3. Association of Diving Contractors International (ADCI):
 - a. Consensus Standards for Commercial Diving and Underwater Operations.
 - 4. American National Standards Institute (ANSI).
 - 5. Association of Commercial Diving Educators (ACDE):
 - a. American National Standard for Divers – Commercial Diver Training – Minimum Standard.
 - 6. United States Longshore and Harbor Workers' Compensation Act.
 - 7. Merchant Marine Act of 1920, Jones Act.

1.04 SUBMITTALS

- A. Injury and Illness Prevention Program.
- B. Safe Practices Manual.
- C. Dive Operations Plan.
- D. Pre-Work Safety Plan.
- E. Site-Specific Job Hazard Analysis.
- F. Emergency Management Plan.
- G. Dive Personnel Qualifications:
 - 1. ADCI Certification or training certification.
 - 2. First Aid.
 - 3. Cardio-Pulmonary Resuscitation.
 - 4. Medical Oxygen and Automated External Defibrillators.
 - 5. Fitness-to-dive Statement.
- H. Proof of Commercial General Liability Insurance.
- I. Specialty Insurance.

1.05 DIVING PROVISIONS

- A. Services of certified diving crews for performing underwater work:
 - 1. The Contractor shall coordinate all diving operations with the Engineer for clearance and scheduling requirements.
 - 2. Any Contractor or subcontractor performing diving operations shall possess a General Engineering Class A License from the Contractors State License Board of California.
 - 3. Commercial surface-supplied air (SSA) shall be the dive mode. Alternative modes may be approved on a case-by-case basis, provided it can be demonstrated to the Engineer's satisfaction that the alternative is safer than SSA.
 - 4. Dives shall be performed by a tethered diver with a properly functioning two-way audio-communication system between the diver and the above-water support personnel.

5. Live boating will only be used when approved in advance by the Engineer.
6. The Contractor shall provide evidence that each dive team member has the training and experience consistent with the performance requirements described in these specifications.
7. Diving operations shall be performed in accordance with Occupational Safety and Health Administration (OSHA) Standards and Directives, and California Division of Occupational Safety and Health (CAL/OSHA) Standards. In the event of conflict, the more restrictive requirement will apply.
8. Dive Personnel Requirements:
 - a. Dive personnel shall be certified for the assigned dive mode by the Association of Diving Contractors International (ADCI), or show evidence to the satisfaction of the Engineer that the divers' training meets both the requirements specified by the national consensus standard published by the American National Standards Institute (ANSI) and the Association of Commercial Diving Educators (ACDE) (i.e., ANSI/ACDE-01-1998, American National Standard for Divers – Commercial Diver Training – Minimum Standard). The Contractor will be responsible for ensuring that the divers dispatched are in compliance with the requirements described above and shall provide proof of certification or training for each diver in the Dive Plan submittals required before each dive.
 - b. Contractor shall be responsible for ensuring that all dive personnel are medically fit to dive and certified in First Aid, Cardio-Pulmonary Resuscitation, Medical Oxygen and Automated External Defibrillators (if provided on the dive site). Contractor shall procure and provide proof to the satisfaction of the Engineer of the (a) "fitness-to-dive" requirement using a fit for diving statement by the examining physician, and (b) certifications of First Aid, Cardio-Pulmonary Resuscitation, and Automated External Defibrillator training, (c) certifications of Medical Oxygen training and (d) certifications required in 8.a above as part of the Dive Plan submittals required before each dive.
9. Duration of dives shall be in accordance with the applicable provisions of federal, State, and local regulations regarding recommended times and procedures for various depths designated as optimum exposure times. Dives that exceed the no-decompression limit, or at depths in excess of 100 feet corrected

for elevation, may be permitted only if a double lock decompression chamber is available on site, and if approved by the Engineer.

10. For each separate diving operation or location, the Contractor shall submit detailed dive submittals including, but not limited to, a Pre-Work Safety Plan, Dive Plan, Job Hazards Analysis, and Emergency Action Plan to the Engineer for review and approval.
 - a. The dive submittals shall be submitted at least 10 days before the scheduled dive.
 - b. For any deficiencies noted by the Engineer, Contractor shall be immediately corrected and resubmitted to the Engineer.
 - c. Upon receiving acceptable dive submittals, the Engineer will initiate an internal Department process to obtain approval of a Dive Request.
 - d. Dives will not be permitted until the Department Dive Request and submittals are approved by the Engineer, which will take a minimum of 72 hours to process for approval. All approved submittals shall be available at the dive site for use by the divers and Department personnel as needed.
11. Contractor's work includes, but is not limited to, furnishing divers with proper diving suits, helmets, surface-to-water communication equipment, underwater lights, underwater digital and/or video photographic and recording equipment with receiver, air compressor with air hoses, hand tools, and any other equipment necessary to support a commercial surface-supplied air diving operation including transportation for divers and equipment.
12. The Contractor shall submit a diving Injury and Illness Prevention Program (IIPP) that complies with the requirements of CAL/OSHA; Manual for Diving Safety at least equal to the Consensus Standards for Commercial Diving and Underwater Operations published by the ADCI; and Proof of Liability Insurance described in Paragraph 1.06 Insurance Provisions for Diving.

1.06 INSURANCE PROVISIONS FOR DIVING

- A. The insurance provisions set forth in this section are required under this contract and shall not be considered "additional insurance" as that term is used in Document 00 72 44, Contractual Relationship of Parties, Paragraph 5.K.

B. General Provisions Applying to All Policies:

1. Coverage Term:
 - a. Coverage needs to be in force continuously for the complete term of diving operations including mobilizing and demobilizing. If notice is received during the term of the contract of the imminent expiration or cancellation of insurance coverage, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal:
 - a. Contractor will provide to DWR, within 5 business days following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, (a) advance the cost of the premium and deduct the amount so paid from a progress payment due to Contractor, or (b) terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
3. Deductible:
 - a. Contractor is responsible for any deductible or self-insured retention contained within its insurance program.
4. Primary Clause:
 - a. Any required insurance contained in this contract will be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating:
 - a. All insurance companies must carry a rating acceptable to the Department of General Services Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review by ORIM of financial information including a letter of credit may be required.
6. Endorsements:
 - a. Any required endorsements requested by the State must be physically attached to all requested certificates of insurance

and not substituted by referring to such coverage on the certificate of insurance.

7. Subsequent renewals of the insurance certificate will be sent to the Engineer.
 8. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor will include in all of its subcontracts a requirement that each subcontractor shall comply with the insurance requirements set forth herein and shall supply evidence of insurance to the State equal to policies, coverages, and limits required of Contractor.
- C. Insurance Requirements: Contractor will furnish to the State evidence of the following required insurance:
1. Commercial General Liability:
 - a. Contractor will maintain general liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy will include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance will apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy must include the following additional insured designation and endorsement:
 - 1) State of California, its officers, agents, employees and representatives are included as additional insureds, but only with respect to work performed under this contract.
 - 2) The endorsement must be supplied under form acceptable to the State.
 2. Automobile Liability:
 - a. Contractor will maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance will cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
 - b. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

3. Watercraft Liability:

- a. Contractor will maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance will cover liability arising out of a watercraft including owned, hired and non-owned watercraft.
- b. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

4. Workers Compensation and Employers Liability:

- a. Contractor will maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract. Employer's liability limits of \$1,000,000 are required.
- b. When work is performed on State owned or controlled property the workers' compensation policy will contain a waiver of subrogation in favor of the State.

5. Pollution/Environmental Liability:

- a. Contractor will maintain pollution liability with limits no less than \$1,000,000 each incident and \$2,000,000 aggregate covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs. Coverage will be for work performed on site as well as during handling and transport of hazardous materials. The transporter of hazardous materials, whether Contractor or a subcontractor, will provide a copy of its MCS-90 endorsement, or equivalent, to its automobile liability insurance.
- b. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

D. Specialty Insurance:

- 1. If any work by Contractor is in, on or over "navigable waters of the United States," the Contractor will maintain evidence of insurance coverage required by federal law, including but not limited to, coverages required by the United States Longshore and Harbor Workers' Compensation Act and the Jones Act. It is Contractor's obligation to provide the required insurance coverage in such circumstances.

1.07 DEPARTMENT RESTRICTIONS AND CLEARANCE REQUIREMENTS
FOR DIVING IN STATE WATER PROJECT WATERWAYS

- A. No diving may occur in State Water Project waterways where velocities on the particular waterway exceed 2.0 feet per sec (ft/s).
- B. Minimum upstream dive locations from check structures, siphons, turnouts, turn ins, and plants shall not be less than 1 mile without a clearance on the downstream facility and the clearance is communicated from the Engineer to the Contractor, and until each structure is evaluated and a specific distance is defined.
- C. Minimum downstream dive locations from check structures, siphons, turnouts, turn ins, and plants shall not be less than 250 ft. without a clearance on the upstream facility.
- D. The Contractor may request a modification to maximum velocity, minimum distances, or lock out/tag out (clearance) of facility. Any such request shall be submitted to the Engineer with a satisfactory written mitigation procedure and justification. The Contractor shall not commence work pursuant to such request unless and until approved in writing by the Engineer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 51 10

DEPARTMENT FURNISHED FACILITIES

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 FACILITIES AND SERVICES FURNISHED BY THE DEPARTMENT

- A. Department will furnish the following facilities and services:
 - 1. Temporary uncovered storage space as approved.
 - 2. Limited vehicle parking for personnel as approved.
 - 3. Water for construction purposes as approved.
 - 4. Electrical power for construction purposes as approved.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The materials used in construction of temporary facilities for using the above facilities and services shall be in accordance with applicable building codes or at least equal to those of the existing facilities of the Department.

PART 3 EXECUTION

3.01 INSTALLATION AND REMOVAL

- A. The Contractor shall provide temporary facilities for distribution and utilization of water and electric power and shall remove them from the work site when no longer needed unless otherwise directed.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 55 26

TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the requirements for the contract item Temporary Traffic Control and Public Safety, which includes public notification, temporary traffic control measures, and other safety measures to control vehicular and pedestrian traffic through the work zones and prevent unauthorized access to State and Contractor facilities.
- B. Temporary traffic control measures shall include temporary gates and fences, railing, barricades, crash cushions, signage, lighting and flashing lights, pavement markings, and the service of qualified flaggers; all as required to provide for the safe passage of public traffic through or around the work zones.
- C. Public notification shall be provided and shall include advance notification signage at each site prior to the start of construction activities, to alert drivers to pending construction work and traffic restrictions.
- D. The Contractor shall provide measures to prevent unauthorized public access to the work site, storage areas, and staging areas during and outside of working hours. Temporary fencing, with appropriate locks and security, shall be installed around the perimeter of the work site, storage areas, and staging areas prior to construction work commencing at the site. Removal of all temporary traffic control and public safety measures shall be performed only after construction work is completed in the area of interest.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. California Department of Transportation (Caltrans), Standard Specifications.

2. Federal Highway Administration, Standard Highway Signs.
3. 2012 California Manual on Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control.

1.04 SUBMITTALS

- A. Traffic Control Plan
 1. Traffic control plan as defined in Paragraph 1.05.
- B. Temporary Fencing:
 1. Temporary Fencing Plan
 - a. The Contractor shall submit plans for temporary fencing to be used for public safety and unauthorized access control.
 2. Certificates, Data, and Working Drawings.
 - a. Certificates for materials used for temporary fencing.
 - b. Catalog cuts showing thickness and dimensions.
 - c. Working drawings.

1.05 TRAFFIC CONTROL PLAN

- A. Construction work at the site will impact road use by the public. The Contractor shall prepare a traffic control plan in consultation with the Engineer and applicable city, county and State transportation agencies.
- B. The Contractor's traffic control plan shall indicate traffic control measures to be implemented for maintaining vehicular access through the work zone.
- C. The plan shall include drawings showing proposed traffic control devices and work zone layouts. Devices and layouts shall comply with the California Manual on Uniform Traffic Control Devices.
- D. The plan shall show parking plans denoting employee parking locations and work staging areas.
- E. Describe and show the locations where construction traffic will be entering and exiting public roadways.

- F. The Contractor shall minimize traffic impacts, as follows:
1. To the maximum extent possible, construction activity shall not interfere with vehicular traffic.
 2. The Contractor shall comply with Caltrans Specifications Section 7-1.03 Public Convenience, Section 7-1.04 Public Safety and Section 12 Temporary Traffic Control.
 3. The Contractor's traffic control plan shall include measures to minimize traffic impacts and ensure public safety where the Contractor's construction traffic will be entering and exiting public roadways.
 4. Coordinate interruptions to public traffic with the Engineer and applicable city, county and state transportation agencies.
 5. The traffic plan should provide a ride-share program. Employees should be encouraged to participate in the program and be provided incentives

1.06 MINIMUM LANE REQUIREMENTS

- A. A one-lane, two-direction temporary closure with flaggers will be allowed during working hours only. The closure shall provide a minimum 12 foot lane for traffic.
- B. A minimum of two 12 foot traffic lanes shall be provided during non-working hours.

PART 2 PRODUCTS

2.01 TEMPORARY SIGNS

- A. Materials, design and fabrication of panels for temporary signs shall conform to the requirements of Section 56 of the Caltrans Standard Specifications, the Federal Highway Administration Standard Highway Signs, and the California Manual on Uniform Traffic Control Devices.
- B. Temporary sign posts and mounting hardware shall conform to the requirements of Section 56-4.02 of the Caltrans Standard Specifications.

2.02 TYPE K TEMPORARY RAILING

- A. Type K temporary railing shall conform to the requirements of Section 12-3.08 of the Caltrans Standard Specifications.

2.03 TEMPORARY FENCING

- A. Temporary construction fencing shall be freestanding 6-foot-high chain link panels supported by panel stands (feet). Temporary construction fencing shall be Academy Fence Company; Hoover Fence Company; or equal.

PART 3 EXECUTION

3.01 TRAFFIC CONTROL

- A. The Contractor shall implement the traffic control plans in conformance with the California Manual on Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control and applicable agency requirements, and in accordance with the provisions and details of all permits issued for the work.
- B. The Contractor shall furnish, install, operate, maintain, and remove when no longer required, all traffic control and protective devices required by the approved traffic plans.
- C. The Contractor shall provide flaggers as required to assist in maintaining traffic flow during construction hours.
- D. Construction equipment and/or materials shall not be stored within the paved road width.
- E. Temporary fixtures, equipment, construction materials or other fixed objects located within 15 feet horizontally of the edge of traveled way shall be separated from adjacent traffic by existing railings, Type K temporary railing, or other equivalent approved crash protection system. The edge of traveled way shall be defined as the painted shoulder stripe, but not less than 15 feet from the centerline of the roadway.
- F. Construction parking shall be configured to minimize interferences with local traffic. Potential parking and equipment storage areas may be on-site, on adjacent lots (requires proof of lot owner approval), or staging areas.
- G. Temporary signs shall be installed in conformance with the requirements of Section 56-4.03 of the Caltrans Standard Specifications, except that the drilled-hole breakaway feature will not be required for wood 4x4 posts.
- H. Temporary signs shall be removed from the site as the Contractor's property at completion of the work. Backfill post holes with soil in

compacted lifts similar to that specified in Section 56-4.03 of the Caltrans Standard Specifications for installation.

- I. All graffiti shall be removed from traffic control devices within 24 hours.

3.02 TEMPORARY GATES AND FENCES

- A. The Contractor shall provide temporary gates and fences as necessary to protect open trenches, storage areas, staging areas, work areas, and other construction areas from unauthorized public access.
- B. Notify the Engineer 5 days prior to beginning installation of the temporary fencing.
- C. The temporary fencing at the work site, storage areas and staging areas shall be removed once construction at the site is completed.
 - 1. Materials shall be removed from the project site as Contractor's property.
- D. Temporary gates and fences shall be installed wherever it is necessary to operate construction equipment through existing fences.
- E. Gates shall be kept closed except when construction equipment and the Contractor's employees are passing through.
- F. Before cutting existing fences, braces and additional posts shall be installed on each side of the opening and the fence anchored as necessary to maintain tension on the wires or mesh.
- G. Wherever excavation operations cross livestock pens, corrals, paddocks or holding fences, the existing fence shall be restored as nearly as practicable to its original condition.
- H. Prior to acceptance of the work, existing fencing shall be restored as nearly as practicable to its original condition. Deviation from the above requirements will be permitted only where the Contractor furnishes to the Engineer advance written approval from the property owner of a different method of fence restoration.

3.03 PUBLIC SAFETY/PUBLIC SERVICE

- A. Adequate barriers shall be established to prevent pedestrians entering an active construction area or open trenches. Warnings shall also be posted sufficient distances from the work area to allow pedestrians to

cross the street at controlled intersections rather than crossing in the street.

- B. At the end of the work day, the work area shall be secured to prevent pedestrians from walking into open trenches or other potentially dangerous environments. Measures shall include covering trenches, installing temporary fencing, safety lights, and other measures as required.
- C. Appropriate security measures, including the provision of security guards, shall be supplied for equipment staging and/or storage areas.

3.04 NOTIFICATION OF PUBLIC AGENCIES

- A. The Contractor shall obtain an encroachment permit and pay required fees to the applicable county public works agency at least 2 weeks prior to implementing any traffic control measures or commencing work within the county right-of-way. Provide documentation to the Engineer of all permits prior to commencing such activities at the affected sites.

3.05 PUBLIC SAFETY/PUBLIC SERVICE

- A. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and abutting property owners, and he shall have under construction, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
- B. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic.
- C. The Contractor shall maintain all existing pedestrian walkways and crosswalks through the project limits or provide acceptable temporary pedestrian access through the work zones.

3.06 ACCESS TO ADJACENT PROPERTIES

- A. General: Maintain reasonable access from public roads to adjacent properties during construction. Prior to restricting normal access from public roads to adjacent properties, notify each property owner or responsible person, informing owner of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for TEMPORARY TRAFFIC CONTROL AND PUBLIC SAFETY; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section describes the requirements for temporary fences and gates, which includes fabricating, installing, maintaining, and removing temporary fence around the perimeter of the work sites.
- B. Temporary gates and fences shall be installed wherever it is necessary to operate construction equipment through existing fences and at work areas for stoplog refurbishment to prevent unauthorized public access to the work sites.
- C. Temporary fences shall prevent livestock or other animals from straying from or onto adjacent lands.
- D. Gates shall be kept closed except when construction equipment and the Contractor's employees are passing through.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section.
 - 1. Section 01 22 26 – Temporary Traffic Control.

1.03 SUBMITTALS

- A. Submit description of the temporary fencing.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The temporary gates and fences shall be constructed of materials and to standards at least equal to those of the existing fence.
- B. The temporary fencing shall be chain link type with steel posts and frames. The posts supported by T-posts and may be set in concrete blocks for support. The fence shall be a minimum of 6 feet high. Braces shall be provided to prevent movement of the fence from wind or other causes.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Place the fencing prior to starting construction activities. Install temporary fence to keep sensitive species from entering the work site. temporary fence shall be maintained throughout the duration of construction. Temporary fence maintenance shall require repair and replacement of damaged fence sections in accordance with the specification requirements.
- B. Provide supports as required to maintain the fencing in an upright position. Grade the ground around the fencing as required, to allow the fence posts to be plumb.
- C. Pursuant to Document 00 72 46 – Control of Work, the Contractor shall protect the fencing during construction.
- D. Temporary fence shall be removed as the Contractor's property at the end of construction. Disturbed areas shall be returned to pre-existing conditions after the exclusion fence is removed prior to final acceptance.
- E. Before cutting the fence, braces and additional posts shall be installed on each side of the opening and the fence anchored as necessary to maintain tension on the wires.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for conservation and protection of environmental resources during performance of the Work.

1.02 LAWS, REGULATIONS, AND PROJECT SPECIFIC ENVIRONMENTAL DOCUMENTS

A. Applicable Law

- 1. Follow all Applicable Law and project specific environmental documents related to the Work.
- 2. The Department has identified the following Applicable Laws that may apply to the Work. Reference to Applicable Law is included in the Contract for convenience only. The following list is not necessarily a comprehensive list of all laws and regulations that may apply to the Work.

a. Federal

- 1) Archaeological Resources Protection Act of 1979, as Amended, 16 United States Code (USC) §§ 470aa-mm; 43 Code of Federal Regulations (CFR) Part 7
- 2) Bald and Golden Eagle Protection Act, 16 USC §§ 668-668c
- 3) Migratory Bird Treaty Act of 1918, as Amended, 16 USC §§ 703-712
- 4) National Environmental Policy Act of 1969, as Amended, 42 USC §§ 4321-4370m-12
- 5) National Historic Preservation Act of 1969, as Amended, 54 USC §§ 300101-320303

b. State

- 1) California Environmental Quality Act of 1970, California Public Resources Code §§ 21000 et seq.

B. Project Specific Environmental Documents

1. Environmental documents, permits, licenses, and agreements prepared, adopted, and acquired by the Department related to the Work are available in Document 00 30 00 – Available Information.
2. Comply with the terms and conditions of all environmental documents, permits, licenses, and agreements prepared, adopted, and acquired for the project, including any general or regional permits the project is working under (e.g., 404 Regional General Permit).
3. Appendix IV (Permit Responsibility Clarifications) sets forth specific clarifications of the responsibilities regarding certain environmental commitments. The purpose of such clarifications is to facilitate orderly compliance with environmental commitments. Except where a responsibility is expressly indicated to be that of the Department, nothing in Appendix IV should be construed as limiting any responsibilities or obligations of the Contractor otherwise provided for in the Contract. Where there is a conflict or inconsistency between environmental requirements, the most stringent measure apply.
4. Environmental documents obtained for the project include the following
 - a. California Environmental Quality Act. Notice of Exemption . for Check 17 Structural Modifications. July, 7, 2025. SCH No. 2025070370.
 - b. National Environmental Policy Act. Categorical Exemption. Check 17 Structural Modifications. June, 25, 2025.
5. Ensure that persons and entities engaged in the Work conduct themselves in such a way to minimize disturbances to biological, paleontological, Tribal Cultural, and archaeological resources. Immediately halt project activities within a radius of 100 feet of the discovery or incident.
6. Failure to comply with the terms and conditions of any environmental or regulatory permits, laws, rules, or regulations applicable to the Project, the Engineer may take corrective action, including but not limited to, issuing a Stop Work Order under Document 00 72 41 – Health and Safety Requirements, Paragraph 5; or suspending Work under Document 00 72 45 – Prosecution of Work, Paragraph 8.A.1. Such noncompliance will be considered Defective Work under Document 00 72 45 – Prosecution of Work, Paragraph 9. The Contractor is responsible for all delays and costs associated with such noncompliance, including fines and penalties.

1.03 DEFINITIONS

- A. Archaeological resources: Remains of past human activity, including historic and prehistoric material such as tools and tool fragments, hearth and food remains, structural remains, and human remains.
- B. Applicable Law: (1) Any federal, State or local law, statute, code, or regulation; (2) Any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation, schedule, or other order of any governmental body having appropriate jurisdiction; and (3) Any environmental documents (including the environmental commitments, permits, licenses, agreements, conditions, or other approvals).
- C. Environmental document: Any permits, licenses, agreements, conditions, or other approvals applicable to the project.
- D. Tribal Cultural Resource: Tribal spaces and resources that are centrally important to Tribal culture and tradition.
- E. Environmental Monitor: Subject matter experts tasked with conducting surveying and monitoring project activities that have the potential to impact environmental resources.
- F. Environmentally Sensitive Area (ESA): Area within or near construction limits where access or work is prohibited or limited in some way to protect environmental resources.
- G. Paleontological resources: Paleontological resources include fossils, and similar evidence of past animal or vegetal life. Paleontological resources will be identified by the Engineer and subject matter experts in their respective field of study.

1.04 WORK NOTICES

- A. Pre-Activity Notices
 - 1. Notify the Engineer, in writing, a minimum of 5 days prior to the following activities, every time there is an occurrence.
 - a. Arrival of all equipment (marine or terrestrial) or vessels to the Work Site.
 - 2. Include the following information:
 - a. Description of the proposed activity.

- b. State date and time of the activity requiring a notification.
- c. Specific location(s) in which the activity will take place.
- d. Name of the entity responsible for conducting the activity.
- e. End date and time of the activity requiring notification, as applicable.

B. Conditional Notification

- 1. Notify the Engineer immediately, verbally and in writing, if:
 - a. Wildlife is harmed, or killed at the Work Site;
 - b. If previously unknown potential paleontological, Tribal Cultural, or archaeological resources are discovered at the Work Site;
 - c. If human remains are identified.
- 2. The conditional notices should include the following information.
 - a. Purpose of the notification.
 - b. Date and time of occurrence.
 - c. Location(s) of the event that triggered the conditional notification.
 - d. Additional information requested by the Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with all applicable environmental federal, state, and local laws, regulations, permits, policies, and other requirements.

3.02 INSPECTION AND DECONTAMINATION FOR INVASIVE SPECIES

A. Decontamination and Cleanliness

- 1. Clean all construction equipment and equipment offsite, in accordance with the following.

- a. Federal, State, and local laws and regulations
2. Construction equipment and equipment arriving at the Work Site should be clean, drained, dry and free from mud, residuals, detritus, and plant and animal propagules or eggs.

B. Mobilization and Notification

1. New construction equipment and equipment may not be used on Work Site until it has been inspected by the Engineer and determined to be clean. New construction equipment and equipment includes construction equipment and equipment that is arriving at the Work Site for the first time and construction equipment and equipment that has been removed from the Work Site and is being returned.
2. Notify the Engineer a minimum of 5 days prior to all new construction equipment and equipment arriving at the Work Site so that the Department can schedule an Environmental Monitor to conduct inspections.

C. Inspection

1. A Department Environmental Monitor will inspect all construction equipment and equipment prior to their use at the Work Site or placement in any waterbody to ensure they are clean, drained, dry and free from mud, residuals, detritus, and plant and animal propagules or eggs.
2. Remove from the Work Site immediately any construction equipment and equipment that does not pass inspection for cleanliness.

3.03 ENVIRONMENTAL TRAINING MEETINGS

- A. Prior to beginning any site Work, all Contractor and subcontractor personnel who will be at the Work Site during Work must attend a Worker Environmental Awareness Program (WEAP) training provided by the Department.
- B. The training will be given at or near the Work Site and will consist of briefing sessions developed by biologists, archaeologists and others familiar with environmental resources at the Work Site.
- C. The WEAP training will be an ongoing process, and new personnel are required to attend the training prior to beginning site Work. Additional training may be required to present additional topics pertaining to the above subjects or to address a specific compliance issue.

3.04 WILDLIFE SPECIFIC WORK WINDOWS

- A. Migratory bird nesting season (February 1 through September 30).
Nesting may also occur outside of the migratory bird nesting season.
- B. Periods of Low Rainfall:
 - 1. Only conduct work during periods of low rainfall (less than 1/4 inch per 24-hour period) and periods of dry weather (with less than 50 percent chance of rain). Monitor the National Weather Service 72-hour forecast for the Work Site. Do not perform work during a dry-out period of 24 hours after the referenced wet weather. Provide weather forecasts upon request to the Engineer.

3.05 BIOLOGICAL RESOURCES

- A. General Wildlife Protection
 - 1. Protect animal and plant species in accordance with federal and State laws and regulations.
 - 2. Do not harm, move, handle, or harass wildlife at the Work Site.
 - 3. In the event wildlife is harmed or killed, assist the Department with collecting all pertinent information associated with the incident.
 - a. The Contractor is responsible for harm or injury to wildlife, including any fines or penalties, due to actions within the control of the Contractor or pursuant to its obligations under the Contract, laws, rules, regulations, or permit requirements.
 - 4. Do not use traps or apply any rodenticide, insecticide, fungicide or herbicide, without prior written approval of the Engineer.
 - 5. Holes and Trenches:
 - a. Cover all excavated, steep-walled holes or trenches with appropriate covers (thick metal sheets or plywood) at the end of each workday. Install covers to ensure that trench edges are fully sealed with rock bags or sand. Alternatively, furnish trenches with escape ramps constructed of earth fill or wooden planks to provide escape ramps for wildlife. Set ramps at an angle no greater than 30 degrees. The Engineer determines the number of escape ramps necessary based on the size of the hole or trench.
 - b. Inspect holes or trenches prior to filling, sealing, or collapsing them. Allow any wildlife discovered to escape voluntarily.

6. Speed Limit

- a. Construction related vehicles at the Work Site must not exceed 15 miles per hour on straight and level roads, and 10 miles per hour in areas with curves or steep grades.
- b. Vehicle speeds may be required to be further reduced by the Engineer in the event of reduced visibility conditions including, but not limited to, fog, rain, snow, mud, or twilight or dark conditions.
- c. Construction vehicles and equipment are restricted to existing roads and haul routes designated in the Contract Documents.
- d. No off-road parking or vehicle or equipment staging is allowed in Work Site areas not previously approved in writing by the Engineer.

7. Bird Protection

- a. Protect migratory and nongame birds, their occupied nests, and their eggs.
- b. The Migratory Bird Treaty Act, 16 USC Section 703-711, 50 CFR 10, and Fish and Game Code 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.
- c. The Federal Endangered Species Act, 16 USC Section 1531 and 1543, and the California Endangered Species Act, Fish and Game Code Section 2050-211.5.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.
- d. The Bald and Golden Eagle Protection Act, 19 USC Section 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.
- e. If you find an injured or dead bird or discover migratory or nongame bird nests that may be adversely affected by construction activities, or that has been abandoned, immediately:
 - 1) Stop all work within 100 feet of the discovery.
 - 2) Notify the Engineer.

- 3) Do not resume work within the radius of the discovery until authorized.
8. Comply with additional environmental commitment permit responsibility clarifications in Appendix IV.

3.06 DUST CONTROL

- A. Control all dust at the Work Site. The Contractor assumes all responsibility for dust control and shall furnish all labor, equipment, and means required, and shall carry out proper and efficient measures wherever and as often necessary to prevent the generation of dust at the Work Site. The Contractor is responsible for all bodily injury and property damage, including injury to biological resources, caused by dust.
- B. Where there is a conflict or inconsistency between local air district requirements and project-specific environmental documents, the most stringent shall apply.
- C. Implement the following measures to control dust emissions:
 1. Control dust emissions from the Work by applying water, presoaking, or other means, as approved by the Engineer.
 2. Minimize areas cleared to facilitate the Work, such as storage areas, staging areas, stockpile areas and vehicle parking to the extent practicable.
 3. Apply measures to prevent airborne emission of dust when materials are transported off the Work Site.
 4. Limit or expeditiously remove (at least once per day, or more often as necessary) the Work-caused accumulation of mud or dirt from adjacent public streets, or paved roadways within the Work Site, when operations are occurring. Clean streets using a commercial/municipal style wet power vacuum street sweeper. The street sweeper shall wet the sweeping brooms during all cleaning activities. The use of rotary brushes (power brooms) on standard equipment is not allowed.
 5. Do not wash debris into streets, highways, or roadway shoulders, or into the storm drain system.
 6. Remove vacuumed material from the Work Site as the Contractor's property.

7. Coordinate all transfer processes involving a free fall of soil or other particulate matter to minimize the free-fall distance and dust emissions.
8. Effectively dust-stabilize all inactive areas at the Work Site, including unpaved roads, staging areas, and employee parking areas, to control fugitive dust emissions using water or other means approved by the Engineer.
9. Erosion control seeding and/or soil stabilization shall be implemented as soon as practicable to stabilize disturbed areas.
10. Water all haul roads or apply dust palliatives or other control binders to control dust. Dust palliatives or other non-water, dust control binders must be approved by the Engineer prior to application.
11. Excavation and grading operations shall be limited to the extent of the Contractor's ability to adequately control dust.

3.07 EMISSIONS CONTROL

- A. Control and minimize construction-related vehicle emissions resulting from the Work. Emissions reduction measures include, but are not limited to:
 1. Minimize idling time by requiring that equipment be shut down after five minutes when not in use (as required by the State airborne toxics control measure [13 CCR Section 2485]). Provide clear signage that posts this requirement for workers at the entrances to the Work Site and provide a plan for the enforcement of this requirement.
 2. Maintain all construction equipment in proper working condition and perform all preventative maintenance. Required maintenance includes compliance with all manufacturer's recommendations, proper upkeep and replacement of filters and mufflers, and maintenance of all engine and emissions systems in proper operating condition.
 3. Implement a tire-inflation program on the Work Site to ensure equipment tires are correctly inflated. Include checking tire inflation when equipment arrives on the Work Site and every two weeks for equipment that remains on the Work Site. Check vehicles used for hauling materials off the Work Site at least weekly for correct tire inflation.
 4. Develop, to the extent practicable, a project-specific ride-share program to encourage workers to utilize carpools, shuttle vans,

Temporary Environmental Controls

transit passes and/or secure bicycle parking for construction worker commutes.

5. Reduce electricity use in temporary construction offices by using high-efficiency lighting and requiring that heating and cooling units be Energy Star compliant. Develop and implement procedures for turning off computers, lights, air conditioners, heaters, and other equipment each day at close of business when possible.
6. When feasible, schedule trips to reduce peak emissions, limit the length of the construction workday, and phase construction activities to minimize the amount of construction equipment operating during any given time period.
7. When feasible, for deliveries to Work Sites where the haul distance exceeds 100 miles and a heavy-duty Class 7 or Class 8 semi-truck or 53-foot or longer box type trailer is used for hauling, use a U.S. Environmental Protection Agency SmartWay (<http://www.epa.gov/smartway>) certified truck.
8. Implement Best Available Control Technology (BACT), including, but not limited to:
 - a. Installing high-pressure injectors.
 - b. Using ultra-low-sulfur diesel fuel in all stationary and mobile equipment, or renewable diesel fuel.
 - c. Substituting gas or diesel-powered equipment for electric equipment.
 - d. Substituting fossil fuel-powered equipment with ones using catalytic converters.

PART 4 PAYMENT

4.01 PAYMENT

- A. The Contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 57 23

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

A. Section Includes:

1. Requirements to prepare, implement, and document stormwater protection compliance with a Water Pollution Control Program (WPCP) or a Stormwater Pollution Prevention Plan (SWPPP).
2. Determine requirements based on the applicability of the Construction General Permit. Applicability of the Construction General Permit is dependent on the Contractor's work plan, site specific details, and regulatory requirements.

1.02 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
1. CASQA Handbook: 2023 California Stormwater Best Management Practice Handbook for Construction.

1.03 CONSTRUCTION GENERAL PERMIT

- A. No CGP coverage needs anticipated. Prepare a Water Pollution Control Program.

1.04 WATER POLLUTION CONTROL PROGRAM

- A. The Water Pollution Control Program (WPCP) must contain the following, as applicable:
1. A map showing:
 - a. Location of soil stockpiles and solid waste containers.
 - b. Vehicle and equipment fueling, servicing, cleaning, and storage areas.
 - c. Material storage areas.
 - d. Locations of erosion and sediment control BMPs.

- e. Site drainage during execution of the Work.
 - f. Stabilized vehicle entrances.
 - g. Concrete cleanout areas.
2. List of chemicals, potential pollutants, and hazardous materials to be used.
3. Methods for (include copies of drawings, details, and/or descriptions):
- a. Dewatering.
 - b. Street cleaning.
 - c. Managing run-on and run off.
 - d. Spill prevention and control.
 - e. Handling and disposal of solid waste.
 - f. Safekeeping and secondary containment of chemicals, potential pollutants, and hazardous materials.
 - g. Storage and dispensing of fuel and lubricants.
 - h. Clean out and disposal of concrete.
 - i. Construction BMP maintenance, inspection, and repair.
 - j. Sanitation provisions.
 - k. Site protection to be installed prior to rain events.
4. Description of all areas disturbed by the project activities shall be protected from washout or erosion.
5. Description of site stabilization methods for inactive disturbed areas and after completion of the work.
6. Construction BMP implementation and removal schedule.

1.05 DEFINITIONS

- A. Common Plan of Development: References Construction General Permit coverage, a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one common plan. The “common plan” of development is any announcement or piece of documentation (including a public notice or hearing, advertisement, drawing, permit application, etc.) or physical demarcation indicating construction activities may occur on a specific plot. Projects within a larger common development plan may be regulated as a separate construction project if the project sites are located at least one-quarter mile apart and land for the interconnecting road, pipeline, or utilities that is part of the same common plan, is not concurrently being disturbed.

1.06 QUALIFICATIONS

- A. Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD): A QSD shall possess required certifications and or registrations specified in the Construction General Permit.
- B. Qualified SWPPP Practitioner (QSP): A QSP shall possess required certifications and registrations specified in the Construction General Permit.

1.07 REQUIRED STORMWATER MEETINGS

- A. Meet with Engineer no more than 2 weeks after issuance of the NTBW to discuss required stormwater submittals. At minimum, the following individuals must be present.
 - 1. Contractor's Project Manager, or appropriate technical person
- B. This meeting is a preparatory meeting for the SWPPP or WPCP submittal. The QSD and QSP shall present the proposed stormwater management plan for this project, including whether a WPCP or SWPPP will be prepared, CGP risk level, if applicable, proposed BMPs, sampling locations, etc. This meeting is required prior to the Department's response to the SWPPP or WPCP submittal.
- C. Additional meetings may be scheduled to aid in the completion of the SWPPP or WPCP, or other required information, as needed.

1.08 SUBMITTALS

- A. Preconstruction Stormwater Submittal:
 - 1. Submit one of the following:
 - a. Water Pollution Control Program (WPCP)

- 1) Sites under 1 acre: WPCP
- 2) Sites between 1 and 5 acres, with a R factor less than 5: WPCP, and Erosivity Waiver, Erosivity Waiver calculations, State Water Resources Control Board's Storm Water Multiple Application and Report Tracking System (SMARTS), username information of the QSP/D(s) who will enter data into the SMARTS website, as applicable.
- 3) Submit name of Contractor's representative responsible for implementing the WPCP.

PART 2 PRODUCTS

2.01 EROSION CONTROL MATERIALS

- A. Ensure erosion control measures are the appropriate type for the site conditions and will not harm or entrap wildlife.
- B. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves.
- C. Do not use erosion control products (such as straw wattles, fiber rolls, or erosion control blankets) with plastic monofilament or cross-joints in the netting that are bound/stitched.
- D. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be certified weed-free.

PART 3 EXECUTION

3.01 GENERAL

- A. Implement stormwater pollution prevention measures to prevent pollutants and sediments from construction activities or construction sites from exiting the construction sites into non-project areas, nearby water courses, or storm drain systems.
- B. Schedule operations such that temporary or permanent erosion control features are installed concurrently with, or immediately following grading operations.
- C. It may be necessary to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. Coordinate water pollution and sediment control work with all other Contract work.

- D. Plan, procure, install, monitor, maintain, and remove all temporary minimum BMPs required by the WPCP or SWPPP according to the risk level of the project.

3.02 INSTALLATION

- A. Install and maintain BMPs as required by the SWPPP or WPCP and in accordance with applicable CASQA fact sheet.
- B. Perform inspections.
- C. Immediately correct or replace a BMP deemed ineffective by the Contractor or Engineer.
- D. Remove BMPs after completion of construction activities.

3.03 QUALITY CONTROL

A. Documentation:

- 1. Prepare documentation required by the SWPPP or WPCP applicable to the Work.
- 2. Prepare and maintain inspection and monitoring records. Include records in the SWPPP or WPCP.
- 3. Submit to the Department and make available to the Department upon request.
- 4. Submit Stormwater Sampling Reports and inspection reports, as required.

B. Non-Conforming Work:

- 1. Noncompliance with the CGP, SWPPP, or WPCP will be considered Defective Work under Document 00 72 45 – Prosecution of Work, Paragraph 9.
- 2. In the event of non-compliance, the Engineer may take the following corrective actions:
 - a. Issue a Stop Work Order under Document 00 72 41 –Health and Safety Requirements and suspend Work under Document 00 72 45 – Prosecution of Work, Paragraph 8.A.1.
 - b. Direct the Contractor to:
 - 1) Install erosion, sediment, and water pollution control measures.

- 2) Revise the organization and schedule of the Work.
- 3) Prepare and submit required reports and documentation.
- 4) Perform other work necessary to achieve compliance.
- c. All delays and costs associated with such noncompliance, including fines, third-party claims and penalties are the responsibility of the Contractor.
- d. The Department reserves the right to withhold costs for corrective action from progress payments, or final payment in accordance with Section 00 72 48 – Payments and Retentions, of these Specifications.

PART 4 PAYMENT

4.01 PAYMENT

- A. The Contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 64 10

DEPARTMENT FURNISHED MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 DESCRIPTION

A. The Department will furnish the following equipment and materials:

<u>Quantity</u>	<u>Department Furnished Equipment</u>
2 sets	Stop-log
1	Stop-log Lifting Beam

1. Two sets of stoplogs, one for upstream and downstream isolation of each radial gate bay, for use during the work. Each set of stoplogs consist of nine independent bulkheads, with each bulkhead weighing approximately 8,500 lbs.
2. Steel lifting beam for the sole purpose of mobilization and demobilization of the stoplog bulkheads.

B. Department Furnished Materials are stored at the Dos Amigos Pumping Plant 25001 Pole Line Rd, Los Banos, CA 93635.

1.02 RELATED SECTIONS

A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 DELIVERY AND HANDLING

A. Delivery:

1. The Department will notify the Contractor when each item of Department furnished equipment specified in this section is available for pickup by the Contractor.
2. The Contractor and Engineer shall perform a joint inventory and inspection of the condition of the equipment and materials at the time the Contractor takes delivery of the equipment and materials.
3. The Contractor shall load, transport, offload and protect equipment and materials from the point of pickup to points of installation.

B. Handling:

Department Furnished Materials and Equipment

1. Equipment and materials shall be handled in accordance with the manufacturers' instructions except as directed by the Engineer. Pursuant to Section 00 72 46 – Control of Work, Paragraph 8.C, the Contractor shall be responsible for such equipment and materials from the time of receipt at the Department's storage facility until final acceptance.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 71 13

MOBILIZATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract items Mobilization and Demobilization.

1.02 RELATED SECTIONS

- A. Supplementary Conditions, General Conditions, Division 1 Sections, and Drawings apply to this section.

1.03 DEFINITIONS

- A. Mobilization and demobilization include:
 - 1. Transporting to the work site and setting up the equipment and materials required for the performance of the work.
 - 2. Removing from the work site, the equipment mobilized in Paragraph 1.03 A.1.

1.04 SUBMITTALS

- A. Equipment List:
 - 1. Submit a list of equipment to be included in the mobilization and demobilization process.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

- A. The Contractor shall notify the Engineer 7 days prior to mobilization or demobilization for the project.
- B. The Contractor shall comply with environmental requirements specified in Section 01 57 19 – Temporary Environmental Controls.
- C. The mobilization portion of the contract item will be 80 percent of the total item for the purposes of payment calculation and will be paid in

accordance with Public Contract Code Section 10264. Payments will not exceed limitations specified in California Public Contract Code Section 10264.

- D. The demobilization portion of the contract item will not be paid until the contract work has been completed and equipment has been removed from the work site. The demobilization portion of the contract item will be 20 percent of the total item for the purposes of payment calculation.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for MOBILIZATION AND DEMOBILIZATION; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 71 23

CONSTRUCTION LAYOUT (SURVEYS)

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 SURVEYS

- A. The Contractor shall perform surveys required for measurement of quantities for payment.
- B. The Engineer will perform surveys required to verify Contractor's quantities for payment.
- C. Horizontal and vertical control monuments suitable for the project work site are shown on the Drawings.
- D. The Contractor shall perform surveys required for proper layout and performance of the work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 RECORDS

- A. The Contractor shall record surveys, and copies of such records shall be furnished to the Engineer as directed.

3.02 EQUIPMENT AND PERSONNEL

- A. The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required, and in proper condition and adjustment at all times. Surveys shall be performed under the direct supervision of either California State licensed Professional Land Surveyor or registered Professional Engineer authorized to perform survey work. The Contractor shall furnish verification of registration to the Engineer five days prior to beginning survey work.

3.03 USE OF SURVEYS BY ENGINEER

- A. The Engineer may at any time use line and grade points and markers established by the Contractor.

3.04 CHECKING BY ENGINEER

- A. The Contractor's surveys are a part of the work and may be checked by the Engineer.
- B. The Contractor shall correct lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and resultant defects in the work.

3.05 SURVEY MARKS

- A. The Engineer's survey marks shall be preserved by the Contractor. Contractor shall replace Engineer's survey marks which become disturbed by the Contractor's activities at no additional expense to the Department.
- B. The Contractor's survey marks shall be preserved by the Contractor unless authorized to remove them.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for construction waste diversion.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:

- 1. Section 02 60 00 - Contaminated Site Material Removal

1.03 SUBMITTALS

- A. Solid Waste Disposal and Recycling Quarterly Reports
- B. Solid Waste Disposal and Recycling Final Report

1.04 DEFINITIONS

- A. Construction waste: Waste generated by construction activities, such as scrap materials, damaged or spoiled materials, temporary and expendable construction materials, and other waste generated during construction activities.
- B. Demolition debris and waste: Waste generated from demolition activities, including minor incidental demolition waste materials resulting from the intentional dismantling of all or portions of a buildings, structures, roads, or any other facilities, to include clearing of building contents that have been destroyed or damaged.
- C. Disposal: Depositing waste in a solid waste disposal facility, usually a managed landfill or incinerator, regulated in the US under the Resource Conservation and Recovery Act (RCRA).
- D. Diversion: The practice of diverting waste from disposal in a landfill or incinerator, by means of eliminating or minimizing waste, recycling, or reuse of materials.
- E. Recycling: The series of activities, including collection, separation, and processing, by which products or other materials are diverted from the

solid waste stream for use in the form of raw materials in the manufacture of new products sold or distributed in commerce, or the reuse of such materials as substitutes for goods made of virgin materials, other than fuel.

- F. Reuse: The use of a product of materials again for the same purpose, in its original form or with little enhancement or change.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 DIVERSION REQUIREMENTS

- A. Recycle or salvage for reuse a minimum of 65 percent nonhazardous construction and demolition waste.
- B. Reuse or recycle 100 percent of trees, stumps, rocks, and associated vegetation and soils resulting primarily from clearing and grubbing.
- C. Hazardous waste disposal shall be in accordance with Section 02 60 00 – Contaminated Site Material Removal.

3.02 MANAGEMENT

- A. Dispose of or recycle solid waste from the job site.
- B. Do not allow litter, trash or debris to accumulate anywhere on the site.
- C. Keep the Work Site clean and trash-free and ensure that all trash, such as wrappers, cans, bottles, and food scraps, are collected in animal-proof containers with lids. Remove from the construction site and dispose of as the Contractor's property at an appropriate off-site location.
- D. Furnish closed-lid dumpsters and trash cans of sufficient size and quantities to contain the solid waste generated by work activities.
- E. Dumpsters should be emptied when waste reaches the fill line.
- F. Do not wash out dumpsters and trash cans on the job site.
- G. Furnish and place trash containers in the job-site yard, field trailers, and locations where workers gather for lunch and breaks.

3.03 SOLID WASTE DISPOSAL AND RECYCLING REPORTING

A. Quarterly Report:

1. Submit quarterly waste disposal and recycling reports to the Engineer pursuant to the table below for any work performed under the Contract during the previous reporting period.
2. Include in the report the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project during each reporting period. Use Solid Waste Form to submit report. See Appendix V for copy of Solid Waste Form.

Reporting Period	Submittal Date
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

- B. Submit a final solid waste disposal and recycling report within 15 business days upon completion of site work for any work performed during the current reporting period identified in the table above.
- C. In the event of non-compliance, the Engineer may take corrective action, including but not limited to, issuing a Stop Work Order under Document 00 72 41 – Health and Safety Requirements, Paragraph 5; and/or suspending Work under Document 00 72 45 – Prosecution of Work, Paragraph 8.A.1. Noncompliance shall be considered Defective Work under Document 00 72 45 – Prosecution of Work, Paragraph 9. All delays and costs associated with such noncompliance, including fines and penalties are the responsibility of the Contractor.

PART 4 PAYMENT

4.01 PAYMENT

- A. The Contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 02

EXISTING CONDITIONS

SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the requirements for removal and disposal of existing steel radial gates and associated hardware at California Aqueduct, Check Structure 17.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02 60 00 – Contaminated Site Material Removal.
 - 2. Section 31 23 19 – Dewatering.
 - 3. Section 32 31 13 – Chain Link Fences and Gates.
 - 4. Section 35 01 01 – Operation and Maintenance of Radial Gates.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. U.S. Department of Interior, Bureau of Reclamation (USBR):
 - a. Specification M-47 (MO470000.296), Standard Specification for Repair of Concrete, February 1996.

1.04 SUBMITTALS

- A. Removal and Containment Plan:
 - 1. Plans, methods, and equipment to be used for removing and demolition operations.
 - 2. Measures to control dust and noise.
 - 3. Measures to contain and dispose of hazardous and non-hazardous debris, respectively.

4. Locations intended for disposal of the demolition materials.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 GENERAL DEMOLITION

- A. Demolition and demolished materials shall be managed in accordance with the Contractor's Cutting and Containment Plan as defined in Paragraph 1.04 A.
- B. Waste identified as hazardous shall be managed in accordance with the Contractor's Hazardous Waste Disposal Plan as defined in Section 02 60 00 – Contaminated Site Material Removal.
- C. Waste identified as nonhazardous shall be managed in accordance with the Contractor's Construction Waste Management Plan as defined in Section 01 57 19 – Temporary Environmental Controls.
- D. Notify the Engineer at least 2 working days prior to the start of demolition operations.
- E. Cutting:
 1. Make cuts normal to exposed surface unless otherwise shown.
 2. Make cut edges clean and sharp.
- F. Removal:
 1. Remove to the limits shown and directed.
 2. Remove loose materials from surfaces.
 3. Use methods which will not damage existing structures, including any and all concrete and reinforcement to remain in place.
 4. Blasting will not be allowed.
- G. Repair:
 1. Repair concrete and reinforcement outside of prescribed removal lines which is damaged or loosened during removal operations. Repair or replace damaged concrete in accordance with USBR Specification M-47.

3.02 DISPOSAL

- A. Materials, not directed to be salvaged, shall be removed from the work site as the Contractor's property.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 02 60 00

CONTAMINATED SITE MATERIAL REMOVAL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for the contract item:
 - 1. Contaminated Site Material Removal.
 - a. This work includes the removal, recovery, and disposal of hazardous substances, materials, and waste associated with the proposed structural modifications.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02 41 13 – Selective Site Demolition.
 - 2. Section 05 50 00 – Metal Fabrications.
 - 3. Section 31 23 19 – Dewatering.
 - 4. Section 35 20 14 – Stoplogs.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. California Code of Regulations (CCR):
 - a. 8 CCR § 341.6–341.14; Registration for Asbestos-Related Work
 - b. 8 CCR § 341.15; Certification of Asbestos Consultants and Site Surveillance Technicians
 - c. 8 CCR § 1529; Asbestos
 - d. 8 CCR § 1532.1; Lead
 - e. 8 CCR § 5192; Hazardous Waste Operations and Emergency Response (HAZWOPER)

Contaminated Site Material Removal

- f. 17 CCR § 35001-36100; Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards
 - g. 22 CCR Division 4.5; Environmental Health Standards for the Management of Hazardous Waste
- 2. California Business and Professions Code (BPC):
 - h. BPC § 7058.5; Contractor Classification – Asbestos
 - i. BPC § 7180 through 7182 and 7187 through 7189.7; Asbestos Consultants
- 3. California Health and Safety Code (HSC), Division 20, Chapter 6.5; California Hazardous Waste Control Act
- 4. California Labor Code (CLC):
 - j. CLC § 6501.5-6501.9; Asbestos Contractor Requirements
 - k. CLC § 9021.9; Asbestos Craft Employee Training Requirements
- 5. California Water Code (CWC), Division 7; Water Quality
- 6. Code of Federal Regulations (CFR):
 - a. 29 CFR 1910.1001; Asbestos
 - b. 29 CFR 1926.1101; Asbestos
 - c. 40 CFR 61, Subpart M, and Appendix A; National Emission Standards for Asbestos (NESHAP)
 - d. 40 CFR 763; Asbestos
 - e. 40 CFR 312.10; Definitions
- 7. San Joaquin Valley Air Quality Control District Rule 4002 – National Emissions Standards for Hazardous Air Pollutants
- 8. California Department of Water Resources “Asbestos & Lead Inspection Report”, Safety Management Systems (SMS), 2023 (Appendix VI).
- 9. Department of Water Resources “Lead Inspection Report”, SMS, 2026 (Appendix VII).

B. Definitions:

1. Abatement (Lead): Any set of measures designed to reduce or eliminate lead hazards or lead-based paint for public and residential buildings but does not include containment or cleaning (17 CCR § 35001).
2. Asbestos: Includes amosite, chrysotile, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered. Asbestos also includes PACM (29 CFR 1910.101, 40 CFR 763, and 8 CCR § 1529).
3. Asbestos Containing Material (ACM): Any material which contains more than one percent (1.0%) asbestos by weight (29 CFR 1910.101 and 8 CCR § 1529).
4. Certified Asbestos Consultant (CAC): An individual who has received a certificate from the California Department of Occupational Health and Safety (DOSH) to provide health and safety services relating to asbestos containing construction material, which comprises 100 square feet or more of surface area (8 CCR § 1529).
5. Certified Industrial Hygienist (CIH): An individual certified in the practice of industrial hygiene by the Board for Global EHS Credentialing (formerly the American Board of Industrial Hygiene) (8 CCR § 1529 and 17 CCR § 35012).
6. Certified Lead Supervisor: An individual who has received a certificate or an interim certificate from the California Department of Public Health (CDPH) as a “certified lead supervisor” (17 CCR § 35008 and 8 CCR § 1532.1).
7. Certified Lead Worker: An individual who has received a certificate from CDPH as a Certified Lead Worker (17 CCR § 35009 and 8 CCR § 1532.1).
8. Certified Site Surveillance Technician (CSST): An individual who has received a certificate from DOSH to act as an independent on site representative of a CAC (8 CCR § 341.15 and § 1529).
9. Environmental Professional: A person that meets the definition of an Environmental Professional as described in 40 CFR 312.10. The individual shall have experience managing hazardous materials and hazardous waste.

10. **Exposure Assessment:** An assessment of employee exposure to airborne asbestos and/or lead at or above the respective PELs. Worker exposure is typically determined through an Initial Exposure Assessment and may result in a Positive Initial Determination (lead), Negative Exposure Assessment (asbestos) or Negative Initial Determination (lead) and/or Periodic Monitoring (8 CCR § 1529 and 8 CCR § 1532.1).
11. **Hazardous Material:** A material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment (HSC § 25501[n]).
12. **Hazardous Waste:** A waste with properties that make it dangerous or capable of having a harmful effect on human health and the environment, including but not limited to Resource Conservation Recovery Act hazardous waste (40 CFR Part 261.3) and Non-RCRA (California-only) hazardous waste (22 CCR § 66261.3 and § 66261.20 through § 66261.24 and HSC § 25117, § 25117.9, and § 25141).
13. **HAZWOPER:** A United States and California Occupational Safety and Health Administration (OSHA & Cal/OSHA) standard that mandates safety training and procedures for workers handling hazardous materials, cleaning up hazardous waste sites, and responding to dangerous spills and releases. Requires an initial 40-hour training course and annual 8-hour refresher training course (29 CFR § 1910.120 and 8 CCR § 5192).
14. **Lead:** Includes metallic lead, all inorganic lead compounds, and organic lead soaps (8 CCR § 1532.1).
15. **Lead-Based Paint:** Any paint or other surface coating that contains an amount of lead equal to, or in excess of: (a) one milligram per square centimeter (1.0 mg/cm²); or (b) half of one percent (0.5%) by weight (17 CCR § 35033).
16. **Permissible Exposure Limits (PEL):** Regulated maximum exposure threshold for workers using an 8-hour time-weighted average (TWA). The PEL for asbestos is 0.1 fibers per cubic centimeter (0.1 f/cc) of air, and 10 micrograms per cubic meter of air (10 µg/m³) (8 CCR § 1529). The PEL for lead is 10 micrograms per cubic meter of air (µg/m³) (8 CCR § 1532.1).

17. Presumed Asbestos Containing Materials (PACM): Any thermal system insulation and surfacing material found in buildings constructed no later than 1980 (8 CCR § 1529).
18. Supervisor (Lead): Supervisor means one who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them. Supervisors shall be trained, as required by 8 CCR § 1532.1, and, when required, be certified consistent with subsection (f)(3) (8 CCR § 1532.1).
19. Waste: Any discarded material of any form (liquid, semi-solid, solid, or gaseous) that is not excluded by 22 CCR § 66261.4(a) or § 66261.4(e) or that is not excluded by HSC § 25143.2(b) or § 25143.2(d) (22 CCR § 66261.2).

1.04 SUBMITTALS

A. Training and Certification Documents:

1. For all asbestos remediation work over 100 square feet: For the contractor performing the asbestos remediation work, provide copy of current asbestos certification with the California State License Board (CSLB).
2. For all lead work: Provide current certification of Certified Lead Supervisor with CDPH. Provide documentation that all Lead Workers meet the training requirements of 8 CCR § 1532.1.
3. For any CIH: Provide current certification by the Board for Global EHS Credentialing.

B. Hazardous Materials and Hazardous Waste Management Plan:

C. Community Health and Safety Plan

D. Work Site Health and Safety Plan

E. Project Documentation:

1. Copies of all hazardous waste manifests, nonhazardous waste manifests, laboratory analytical results, Chain of Custody forms, bills of lading, and other documents associated with the assessment, analysis, agency notification, abatement, transportation, and disposal of hazardous materials and wastes.

1.05 QUALITY CONTROL

A. Qualifications and Certifications:

1. All hazardous substance, material, and waste work shall be performed by individuals with current HAZWOPER certification, or specialty craft training for roofing related to asbestos and lead.
2. All asbestos work shall be performed under the supervision of CSLB licensed Contractor with current registration as an Asbestos Contractor with DOSH. Characterization of materials for asbestos in California can only be conducted by a CAC, or CSST with current DOSH registration.
3. All lead work shall be performed under the supervision of an individual with a current Certified Lead Supervisor certification with CDPH by lead workers meeting the training requirements of 8 CCR § 1532.1.
4. A CIH may not provide paid asbestos-related health and safety services in California without also being a CAC.

B. Hazardous Materials and Hazardous Waste Management Plan:

1. Prepare and submit a Hazardous Materials and Hazardous Waste Management Plan.
2. The plan must be prepared by an individual who is a CAC and Certified Lead Supervisor.
3. Include in the plan the following:
 - a. Details of hazardous materials and waste abatement, removal, transportation, and disposal activities.
 - b. Measures to be undertaken to prevent the release of any hazardous materials and waste during the modification work.
 - c. Identify materials, equipment, and methods to be used and include working drawings of the containment systems to be utilized.
 - d. Name, telephone number, and Environmental Protection Agency (EPA) Identification Number of the permitted treatment, storage, or disposal facility and name and telephone number of a representative authorized to accept the hazardous substance, materials and hazardous waste to be removed from the work site.

2. For hazardous waste transportation:

- a. Provide the name, telephone number, address, California Hazardous Waste Transporter registration number, and EPA Identification Number of the licensed hazardous waste transporter
- b. Name and telephone number of a representative of the transporting agent(s) that will transport the hazardous materials and waste to the permitted disposal facility.
- c. A list and description of the vehicles to be used, with current inspection/certification information.
- d. A detailed procedure for loading and unloading of hazardous waste transport vehicles, including security for overnight transport and transport routes from work site to the disposal facility.

B. Community Health and Safety Plan:

1. Prepare and submit a plan with details as to how the transporter will respond to an emergency and protect the health and safety of the residential neighborhoods that the hazardous waste transport vehicle travels through.

C. Work Site Health and Safety Plan:

1. Prepare and submit a plan for personnel and visitor safety, protection, and monitoring, including procedures to be followed in the event of exposure to hazardous materials and waste.
2. Include Safety Data Sheets (SDS) for all hazardous materials that may be encountered or used onsite during construction activities.
3. Include a worker Exposure Assessment and air monitoring program to determine potential exposure to asbestos and lead as required by 8 CCR §1529(f) and §1532.1(d), respectively. In addition to asbestos and lead, the Exposure Assessment and air monitoring should also address other hazardous materials that may be encountered.

D. Maintain copies of the Hazardous Materials and Hazardous Waste Management Plan, the Community Health and Safety Plan, and the Work Site Health and Safety Plan at the work site throughout the demolition work period until all hazardous materials and hazardous wastes have been transported offsite.

1.06 EXISTING CONDITIONS

- A. Select coatings on existing demolition items are known to contain lead, with a maximum reported concentration of 220,000 parts per million: primarily, but not necessarily limited to, coatings on the on/within the Check 17 gate structure, electrical components (SMS, 2023; Appendix VI), and stoplogs and associated lifting bridle (SMS, 2026; Appendix VII). These items may be disturbed during the demolition.
- B. Select existing electrical components, vinyl floor tiles/mastic, and caulking are known to contain asbestos greater than 1%, with a maximum concentration of 5%. Asbestos was primarily detected in, but not necessarily limited to, concrete, electrical components, vinyl floor tiles/mastic, caulking, on the on/within the Check 17 gate structure and associated components (SMS, 2023; Appendix VI). These items may be disturbed during the demolition.

PART 2 MATERIALS

Not used

PART 3 EXECUTION

3.01 GENERAL

- A. Continuously remove and recover debris, hazardous materials and waste from the work site as specified and as shown. Perform demolition and removal operations in accordance with Section 02 41 19 – Selective Site Demolition.
- B. Demolition may release hazardous materials and waste in the form of asbestos and lead into the environment. Construct necessary containment and provide a safe working environment during demolition work.

3.02 MANAGEMENT OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE

- A. Lead Procedures:
 - 1. During hazardous materials and waste abatement, removal, and disposal operations, employ the services of a CIH, or similarly qualified professional, trained for lead, hazardous waste, and other hazardous materials recovery and disposal.
 - 2. Lead abatement, removal, and disposal work shall comply with 8 CCR § 1532.1. A Certified Lead Supervisor shall be on site for

frequent and regular inspections of the job site, regulated areas, materials, and equipment, as required in 8 CCR §1532.1.

B. Asbestos Procedures:

1. Perform asbestos abatement, removal, and disposal work in accordance with 8 CCR § 1529 and 40 CFR 763. Asbestos removal and disposal operations shall be performed by an Asbestos Contractor. A CAC shall be on site for all asbestos related demolition work. Any asbestos assessment, air monitoring, or abatement design shall be performed under the supervision of a CAC.
2. The CAC will supervise asbestos characterization and air monitoring in conjunction with the licensed asbestos contractor conducting asbestos abatement or removal operations.

3.03 DISPOSAL

- A. Dispose of hazardous materials and hazardous wastes in accordance with all applicable federal, State, and local laws and regulations. Regulation which governs this work includes, but are not limited to:
1. HSC, Division 20, Chapter 6.5; California Hazardous Waste Control Act.
 2. 22 CCR Division 4.5; Environmental Health Standards for the Management of Hazardous Waste.
 3. CWC, Division 7; California Water Code (Porter-Cologne Act).
 4. 40 CFR 61, Subpart M, and Appendix A; National Emission Standards for Asbestos (NESHAP).
 5. San Joaquin Valley Air Quality Control District Rule 4002 – National Emissions Standards for Hazardous Air Pollutants
- B. Recycle lead waste to the greatest extent practical. Nonrecyclable wastes that meet the criteria for hazardous waste as defined in 22 CCR, Division 4.5 shall be disposed of at a Class I facility.
- C. Asbestos wastes may be disposed of at appropriately permitted Class I, II, or III facilities.
- D. Non-hazardous wastes shall be disposed of at an appropriately permitted Class II or Class III facility.

- E. Haul hazardous waste by means of a transporter currently registered with the California Department of Toxic Substances Control, using correct manifesting procedures and vehicles displaying current certification of compliance.
- F. Non-hazardous wastes and hazardous materials shall be transported for disposal pursuant to applicable state and federal requirements.
- G. Make all arrangements with the operator of the disposal facility and perform any testing of the wastes and debris to be disposed of, as required by the operator.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for CONTAMINATED SITE MATERIAL REMOVAL; which price will include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 05

METALS

SECTION 05 50 00
METAL FABRICATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for the following contract Items:
 - 1. Gate Cradle Frame.
- B. For all contract items furnish all labor, materials, and equipment necessary to fabricate, erect, and coat metalwork.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This Section may require direction correlation with the following sections of the contract:
 - 1. Section 00 72 46 – Control of Work.
 - 2. Section 02 41 13 – Selective Site Demolition.
 - 3. Section 32 31 13 – Chain Link Fences and Gates.

1.03 REFERENCED STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications must conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. AISC 303 – Code of Standard Practice for Steel Buildings and Bridges.
 - 2. ASTM A6 – Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
 - 3. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 4. ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 5. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

6. ASTM A 501 – Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
7. ASTM A572 – Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
8. ASTM A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
9. ASTM A992 – Standard Specification for Structural Steel Shapes.
10. ASTM E709 – Standard Guide for Magnetic Particle Testing.
11. AWS D1.1 – Structural Welding Code - Steel.

B. Definitions:

1. EOR: Engineer of Record (stamping engineer individual) in responsible charge.
2. NDT: Non-destructive testing, where no material is destroyed, and the component tested is not affected.
3. Quality Assurance: Includes inspections, testing, observations, and record keeping performed by the Engineer. Also defined as Verification Inspection by AWS.
4. Quality Control: Includes inspections, testing, observations, and record keeping performed by the Contractor.
5. Steel: mild steel or high strength low alloy steel, 1/16 inch thick or greater.

1.04 SUBMITTALS

A. Manufacturer Product Data:

1. Name and address of manufacturers.
2. Product specifications, also known as data sheets or cut sheets.
3. Manufacturers' testing procedures and standards.

B. Shop Drawings:

1. Members and their connections.
2. Member dimensions.

3. Fabrication procedures and weld sequencing for distortion control.
4. Reference material of construction by ASTM designation and grade.
5. Finishes for each component.
6. Schedule of nondestructive testing (NDT) for welds.

C. Mill certifications for all fabricated metal:

1. Include current facility-specific Environmental Product Declaration (EPD) for all material. The EPD shall be compliant with the International Organization for Standardization (ISO) standard 14025 and the appropriate Product Category Rules located on the Department of General Services (DGS) Buy Clean California Act website at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>. The document should be a concise summary relevant to the project.

D. Shop Welding Submittals:

1. AWS welder certifications for each material and weld joint used.
2. Welding Procedure Specifications (WPS) and Welding Procedure Qualification Records (WPQR) test results. Documents shall be submitted in substantial conformance with AWS D1.1 standard forms. Include filler metal datasheets with WPS's.

E. Quality Control Submittals:

1. Supervising superintendent (foreman) work experience.
2. Quality control person work experience and certifications.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect fabricated metalwork from damage, including distortion during handling, storing, and erecting, pursuant to Document 00 72 46 - Control of Work.

PART 2 PRODUCTS

2.01 STEEL

- A. Plate: ASTM A572, except as shown.
- B. Wide flange shapes: ASTM A992.

C. Tube: ASTM A500, Grade C.

D. Steel pipe: ASTM A53 Gr. B.

2.02 WELDING

- A. All electrode strengths shall be matching to the base metal, as defined by AWS, except in no case shall the filler metal tensile strength be less than 70 ksi.
- B. As-welded filler metal minimum as-welded Charpy V-Notch (CVN) toughness: 40 ft-lbs at 70F degrees, as reported by the manufacturer.

PART 3 EXECUTION

3.01 FABRICATION

- A. Surfaces:
 - 1. After fabrication, remove sharp or rough areas on exposed surfaces.
 - 2. Ease exposed edges to radius of 1/32 inch, unless otherwise shown.
- B. Weld corners and seams continuously.
- C. Fabrication Tolerances:
 - 1. Measure dimensions using a calibrated steel tape of approximately the same temperature as the material being measured.
 - 2. Variations of component members, including but not limited to straightness, flatness, sweep, twist, camber and waviness shall conform to the following, except where noted as specified herein:
 - a. Plate, wide flange shapes: ASTM A6
 - b. Tube: ASTM A500
 - 3. The overall dimensions of an assembled structural unit must be within the tolerances indicated on the drawings or as specified in the particular section of these specifications for the item of work.
 - 4. Length of component members must not deviate from the dimensions shown by more than 1/16 inch for members 30 feet or less in length, and 1/8 inch for members over 30 feet in length.

D. Shop Assembly:

1. Preassemble in shop such that field splicing and assembly will not occur.

3.02 INSTALLATION AND ERECTION

- A. Design and install temporary construction bracing and provide temporary support as necessary until the components are in place and construction is complete.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required. Set fabrications accurately in location, alignment, and elevation.
- C. Erect the work plumb, square, and level to the lines and grades shown
- D. Ensure final surfaces are free from scratches, dents, pits, and labeling. Ensure surfaces are smooth.

3.03 STEEL

- A. Conform steel fabrication and erection to AISC 303, regardless of the miscellaneous classification, except where noted as specified herein.
- B. Hot dip galvanize all steel per ASTM A123 after fabrication.
- C. Welding:
 1. Conform to AWS D1.1.
 2. Weld slag and spatter shall be removed from all welds and surrounding areas. Weld surface and withing 2 inches of weld.
 3. Grind smooth all arc strikes.
 4. No welding shall be performed unprotected in inclement weather such as rain, wind or snow.
 5. Tack welds not incorporated into the work and temporary fixtures must be completely removed and ground smooth.

3.04 QUALITY CONTROL

A. General:

1. Allow access to work areas in shop or project site and assist the Engineer's designated representative as needed for quality assurance.

2. Provide all inspection records to the Engineer. Engineer testing and inspection does not relieve the Contractor of Quality Control.
3. The supervising superintendent (foreman) in charge of Work shall have a minimum of 3-years experience in similar work, and at least 3 previous similar projects.
4. Maintain a quality control program to ensure that the work is performed in accordance with the requirements in AISC 303, AISC 360, and as specified.
5. Employ a full-time quality control inspector with experience, training, and certifications required to inspect structural steel. Inspector shall have a minimum of 3-years experience in similar work, and at least 3 previous similar projects. Certifications shall be issued from ICC, AWS, or an equivalent certifying agency.
6. Use the AISC Erector Certification Program or equal to establish and administer the quality control program.

B. Welding Inspection and Testing:

1. Perform inspection tasks and quality control requirements per AWS D1.1 except as noted herein.
2. All welding requires continuous full-time visual inspection.
3. Periodic quality control inspection for welding is allowed for the following work, provided the fabrication is minor in nature:
 - a. Fit up.
 - b. Tack welding, except tack welding for CJP welds.
4. Non-Destructive Testing:
 - a. Perform non-destructive testing with applicable standards, including:
 - 1) Magnetic Particle (MT) per ASTM E709.
 - 2) Ultrasonic (UT) per ASTM E164.
 - b. For the purposes of inspection, welds shall be assumed to be in tension, statically loaded, unless noted otherwise.
 - c. Unless otherwise directed or approved, final NDT shall be performed after completion of welding operations, machining, grinding, and heat treatment, but before coating.

- d. See NONDESTRUCTIVE TEST SCHEDULE for frequency of testing.

WELD NONDESTRUCTIVE TEST SCHEDULE			
PORTION OF WORK	TYPE OF WELD	NDT METHOD	FREQUENCY
SHOP WELDS	FILLET	NONE	N/A
	PJP	MT	100%
	CJP $\geq$ 1/4" THICK	UT	100%

5. Acceptance criteria for welding:

- a. AWS D1.1

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for GATE CRADLE FRAME; which price must include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 07

THERMAL AND MOISTURE
PROTECTION

SECTION 07 91 16

JOINT GASKETS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the requirements for the contract item Bearing Pads, which includes adhesive-backed neoprene bearing pads applied to radiused steel plate members.

1.02 REFERENCES

- A. The following publications form a part of this specification to the extent referenced. Application of these publications must conform to Document 00 72 42 - Interpretation of the Contract, Paragraph 2:
 - 1. ASTM D1056 - Standard Specification for Flexible Cellular Materials—Sponge or Expanded Rubber.

1.03 DEFINITIONS

- A. EPDM: Ethylene Propylene Diene Monomer
- B. Quality Assurance: Includes inspections, testing, observations, and record keeping performed by the Engineer.
- C. Quality Control: Includes inspections, testing, observations, and record keeping performed by the Contractor.

1.04 SUBMITTALS

- A. Manufacturer Product Data:
 - 1. Name and address of manufacturers.
 - 2. Product specifications, also known as data sheets or cut sheets.
 - 3. Manufacturers' testing procedures and standards.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials from damage during handling, storing, and mobilizing, pursuant to Document 00 72 46 - Control of Work.
- B. Store materials in their original, undamaged packages and containers, inside a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

PART 2 PRODUCTS

2.01 NEOPRENE BEARING PAD

- A. Bearing pad material must be a flexible, acrylic adhesive-backed, smooth-face neoprene or neoprene/EDPM foam, conforming to the requirements of ASTM D1056 Type 2, Class C, Grade 4.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Ensure final surfaces are smooth and free from scratches, dents, pits, and labeling prior to surface preparation.
- B. Surface of galvanized steel shall be cleaned and prepared as follows prior to application of joint gasket:
 - 1. Clean surface to remove any loose dirt, dust, or grease.
 - 2. Apply diluted white vinegar (20 water:1 vinegar) to surface to receive bearing pad and allow to sit for 30 minutes.
 - 3. Prepare surface by abrasion with 220 grit sandpaper.
 - 4. Thoroughly rinse prepared surface and allow to dry completely before applying neoprene bearing pad.
- C. Installation temperature: Install gasket within the temperature range of 40 degrees F and 100 degrees F, except where the contractor can demonstrate that the final installation outside that range will not adversely affect the performance of the final product.
- D. Install bearing pads in accordance with reviewed product data and manufacturer's written recommendations.
- E. Do not puncture, over-compress, or stretch bearing pads during, prior or after installation.
- F. Finished surface of bearing pads shall be parallel to the surface it is applied to and free from kinks, undulations or defects in application.

3.02 QUALITY CONTROL

- A. General:
 - 1. Allow access to work areas in shop or project site and assist the Engineer's designated representative as needed for quality assurance.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for BEARING PADS; which price must include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 31

EARTHWORK

SECTION 31 00 00

EARTHWORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Excavation and Compacted Backfill.
 - 1. The contract item include excavating, processing, scarifying, moisture conditioning, transporting, placing, and compacting materials obtained from on-site excavations to produce the lines and grades shown for salvaged radial gate storage area.
- B. This section also covers the earthwork testing requirements and the test procedures for the earthwork materials to be incorporated in the work.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 31 05 19 – Geosynthetics for Earthwork.
 - 2. Section 32 11 23 – Aggregate Base.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D 422 – Standard Test Method for Particle-Size Analysis of Soils.
 - b. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft³ (600 kN-m/m³)).

- c. ASTM D 1556 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - d. ASTM D 1557 – Standard Test Method for Laboratory Compacting Characteristics of Soil Using Modified Effort.
 - e. ASTM D 2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
 - f. ASTM D 4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - g. ASTM D 4643 – Standard Test Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
 - h. ASTM D 5080 – Standard Test Method for Rapid Determination of Percent Compaction.
 - i. ASTM D 6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- 2. California Department of Transportation (Caltrans) Standard Specifications:
 - a. Section 19 – Earthwork.

1.04 SUBMITTALS

- A. Prior to beginning earthwork operations, the Contractor shall submit a proposed work plan meeting the requirements of the contract documents. The plan shall include:
 - 1. The equipment, methods and sequence used for excavating, stockpiling, placement, grading and compaction.
 - 2. The measures that will be employed to prevent all excavated and placed material from entering the aqueduct.
 - 3. Test results of materials sampled and tested for quality control.

1.05 DEFINITIONS

- A. Rock sizes are maximum dimensions.
- B. Non-Free Draining Soils: Includes cohesive and noncohesive soils that generally contain more than 15 percent fines passing No. 200 sieve size.
- C. Free Draining Soils: Includes granular soils, such as sands and gravels that generally contain less than 15 percent fines passing No. 200 sieve size.

1.06 QUALITY CONTROL AND QUALITY ASSURANCE TESTING

- A. The Contractor shall perform quality control testing to ensure conformance with these specifications. The Contractor shall take samples during placement of materials and test for moisture content, density, compaction, gradation, and classification.
- B. The Engineer may take samples and perform quality assurance testing of materials during placement of materials. The Contractor shall provide material as directed and shall provide necessary assistance for sampling and testing.
- C. When materials initially tested by the Contractor do not conform to the specifications then the Contractor shall bring the materials into conformance. After the Contractor has determined that the materials meet the specification requirements with final quality control testing then the Engineer will perform final quality assurance testing. If the materials still do not meet the specification requirements after the Engineer's final quality assurance testing then the defective materials shall be rejected and the Contractor shall remove and replace the rejected materials and the testing procedure described above shall be repeated.
- D. Soil gradation shall be determined using ASTM D 422.
- E. Field dry density of non-free draining soils shall be determined using ASTM D 1556 or ASTM D 6938.
- F. Field dry density of free draining soils shall be determined using ASTM D 6938.
- G. Moisture content shall be determined using ASTM D 2216.
- H. Maximum dry density of free draining soils shall be determined using ASTM D 4253.

- I. Maximum dry density of non-free draining soils shall be determined using either ASTM D 1557 or ASTM D 5080 as modified in Paragraphs L. In case of differing results, the higher value obtained from the two methods shall be used.
- J. Optimum water content of non-free draining soils shall be determined using ASTM D 1557.
- K. Compaction shall be determined using ASTM D 698.
- L. ASTM D 5080, with reference to ASTM D 698, is modified as follows:
 - 1. A 10 pound hammer shall be used in place of the 5.5 pound hammer specified.
 - 2. A drop height of 18 inches shall be used instead of the 12 inches specified.
 - 3. 15 blows per layer shall be used for the 4 inch diameter mold to produce a compactive effort of 20,000 ft-lb/ft³.
 - 4. 33 blows per layer shall be used for the 6 inch diameter mold to produce a compactive effort of 20,000 ft-lb/ft³.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Material shall be free from organic matter and be obtained from required excavation or imported.

2.02 EQUIPMENT

- A. Compaction Equipment:
 - 1. Compaction equipment shall be of suitable type for the material being compacted and adequate to obtain the compaction specified. If inadequate compaction is obtained, larger or different types of equipment shall be provided.
 - 2. In restricted spaces, small compaction equipment such as: hand-held power tampers, power tampers on wheels, walk-behind rollers, vibrating plates, or other compaction equipment, shall be used, as approved.
 - 3. Tamping feet on soil compactors shall be maintained to within manufacturer's wear limits, and replaced as necessary during the course of the work.

4. Tamping rollers shall not be operated at speeds exceeding 5 miles per hour. Vibratory rollers shall not be operated at speeds exceeding 2 miles per hour.

B. Water Application Equipment:

1. Equipment for applying water shall be of a type and quality adequate for the work, shall be free of major leaks or equipment problems, and shall be equipped with distributor bars or other approved devices to ensure uniform application. Water supply trucks shall be equipped with meters, gauges, or other devices, capable of measuring the quantities of water dispensed.
2. Equipment and methods of application used shall be such that water does not cause erosion or damage to cut slopes or placed materials.

C. Mixing Equipment:

1. Mixing equipment used to break up, blend, or moisture condition materials shall be sized to penetrate a minimum depth of 6 inches. The mix equipment shall be self-cleaning to prevent accumulation of materials.

D. Equipment Maintenance:

1. Placing, mixing, and compaction equipment shall be maintained in proper operating condition. The Engineer may direct the Contractor to improve the method, or increase efficiency by replacing inadequate or worn equipment if tests indicate areas of compacted fill are not within specified requirements.

PART 3 EXECUTION

3.01 EXCAVATION

- A. Excavation shall be to the elevations and dimensions shown. Excavations shall include the removal and disposal of materials encountered, including obstructions that would interfere with the lines and grades shown or specified. The Contractor shall use excavation equipment and methods as required to produce the specified surfaces.
- B. Excavation Beyond Established Lines:
 1. Necessary precautions shall be taken to preserve, in an undisturbed condition, material beyond the established lines, except for unsuitable material ordered removed. Material loosened beyond the excavation limits as a result of excavation operations

shall be removed and recompacted or replaced as directed at no additional expense to the Department.

- C. The nature of materials encountered in excavation will be unclassified for payment.
- D. Except for moisture conditioning, excavations shall be performed in conditions free of standing water.
- E. Excavated material may be temporarily stockpiled in areas designated by the Engineer.
- F. Blasting will not be allowed.
- G. Slopes, benches, and keyways cut may be inspected during construction by an Engineering Geologist from the Department. The Contractor shall coordinate excavations with the Engineer.

3.02 SUBGRADE

- A. Subgrade shall be free of standing water, trash, construction debris, contaminated, man-made material, or other deleterious substances.
- B. Subgrade shall be scarified to a depth of 12 inches, moisture conditioned and compacted to a minimum of 95 percent relative maximum dry density.
- C. At the direction of the Engineer, subgrade preparation where sound hard rock is exposed will not be necessary.

3.03 PREPARATION FOR COMPACTION

- A. Moisture Conditioning:
 - 1. Moisture conditioning shall be done sufficiently in advance of placement to ensure thorough penetration and uniform distribution of moisture in the materials. Material too dry for compaction shall have water added followed by mixing to obtain uniform moisture distribution. Material too wet for compaction shall be mixed and allowed to dry prior to compaction. The necessary moisture content should sufficiently lubricate the rock fill material and aid in consolidation of the rockfill material during compaction.

3.04 GRADING

- A. Grading shall be performed to achieve the elevations and grades shown, with well-compacted, reasonably smooth and uniform transitions connecting adjacent areas.

- B. Final grading of the work site shall blend with the contours of the adjacent areas, and shall be as approved.

3.05 USE AND DISPOSAL OF EXCAVATED MATERIALS

- A. Maximum use shall be made of excavated materials and as much as possible excavated material shall be used for permanent construction as backfill materials. Excess and unsuitable excavated materials shall be removed from the work site as the Contractor's property. Removed materials shall be disposed of in an approved disposal site, and the Contractor shall obtain permits required for such disposal.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract items Excavation and Compacted Backfill will be by the cubic yard and will be the number of cubic yards of materials excavated or placed in the work.

4.02 PAYMENT

- A. The contract price will be paid for EXCAVATION AND COMPACTED BACKFILL; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 31 05 19

GEOSYNTHETICS FOR EARTHWORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Geotextile Fabric, which includes supplying geotextile fabric material and installing as shown and specified. The fabric shall serve as a separation layer between the compacted subgrade and the aggregate base.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 Sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 31 00 00 – Earthwork.
 - 2. Section 32 11 23 – Aggregate Base Courses.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D 4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus.
 - b. ASTM D 4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - c. ASTM D 4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
 - d. ASTM D 4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - e. ASTM D 4751 – Standard Test Methods for Determining Apparent Opening Size of a Geotextile.

- f. ASTM D 6241 – Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
- g. ASTM D 7748 – Standard Test Method for Flexural Rigidity of Geogrids, Geotextiles, and Related Products.

1.04 SUBMITTALS

A. Certificate of Compliance:

- 1. Supply manufacturer's certificate of compliance with project specifications.

B. Manufacturer's Data:

- 1. Catalog cuts and manufacturer's data for geotextile fabric.

C. Sample:

- 1. Minimum 1 foot by 1 foot sample of geotextile fabric.

D. Equipment List:

- 1. List of equipment used to perform the work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Geotextile Fabric:

- 1. The Contractor shall use a non-woven geotextile fabric with the following properties:

<u>Quality Characteristic</u>	<u>Units</u>	<u>Test Method</u>	<u>Requirement</u>
Minimum Grab Tensile Strength	lbs.	ASTM D 4632	205
Minimum Grab Tensile Elongation	lbs.	ASTM D 4632	50
Minimum Trapezoid Tear Strength	lbs.	ASTM D 4533	80
Minimum CBR Puncture Strength	lbs.	ASTM D 6241	500
Minimum Ultraviolet Resistance	% Strength Retained	ASTM D 4355	70

<u>Quality Characteristic</u>	<u>Units</u>	<u>Test Method</u>	<u>Requirement</u>
Minimum Permittivity	sec-1	ASTM D 4491	1.4
Minimum Flow Rate	gal/min/ft ²	ASTM D 4491	95
Maximum Apparent Opening Size (AOS)	U.S Sieve Size (mm)	ASTM D 4751	80 (0.18)

2. The geotextile shall be inert to commonly encountered chemicals; shall be resistant to mildew, rot, ultraviolet light, insects, and rodents.
3. Geotextile fabric shall be Mirafi 180N; or equal.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Where geotextile fabric is placed on the subgrade, or the slope shall be graded to provide a smooth, uniform surface in accordance with subgrade and compaction requirements found in Section 31 00 00 – Earthwork.
- B. The subgrade or slope shall be cleared of debris or sharp objects that may tear or damage the fabric during installation. Holes and depressions shall be filled so that the fabric does not bridge the holes. Loose or soft or unstable soil shall be removed and remediated as per the engineer's direction.

3.02 PLACEMENT

- A. Geotextile Fabric:
 1. Geotextile fabric shall be installed in accordance with the manufacturer's recommendations and as shown.
 2. The edges of the fabric shall be lapped a minimum of 1 foot. The fabric shall be secured to the subgrade with nails or pins.
 3. Geotextile fabric shall be placed loosely upon the surface to prevent damage to the fabric when placing the aggregate base. Equipment or vehicles shall not be driven directly on the fabric.
 4. Geotextile fabric shall be covered with material as shown on the drawings within 72 hours of placement.

5. Adjacent strips of fabric shall be overlapped a minimum of 2 foot the minimum lap width shall be 4 feet. Alternately, the adjacent strips may be sewn in accordance with the manufacturer's instructions.
6. If geotextile fabric is damaged during placement, the damaged section shall be repaired by fastening a piece of fabric over the damaged area in accordance with the manufacturer's recommendations. The patch shall extend a minimum of 3 feet beyond the perimeter of the tear or damage.
7. The height of drop for the initial placement of aggregate base onto the fabric shall be limited to 3 feet or less. Subsequent placements shall be limited to 5 feet or less. Equipment shall not be operated directly on the geotextile fabric.
8. Geotextile fabric shall be installed such that upstream fabric overlaps (goes on top of) the downstream fabric at the common edge.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Geotextile Fabric will be by the square yard and will be the number of square yards placed in the limits of work, which does not include adjustment for seams, overlaps, or edge treatments.

4.02 PAYMENT

- A. The contract price will be paid for GEOTEXTILE FABRIC; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Dewatering, which includes dewatering the work areas required to satisfactorily perform the work including; pumping water out of the gate structure bays to lower the water surface elevation and allow for exposure and removal of gate components.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02 60 00 – Contaminated Site Material Removal.
 - 2. Section 35 20 14 – Stoplogs.
 - 3. Section 35 01 01 – Operations and Maintenance of Radial Gates.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of Contract, Paragraph 2:
 - 1. US Army Corps of Engineers (USACE):
 - a. ETL 1110-2-586 – Dewatering: Methods, Evaluation, Design, Installation, and Performance Monitoring.
 - b. ER 1110-1-1807 – Drilling and Invasive Activities at Dams and Levees.

1.04 SUBMITTALS

- A. Dewatering Plan:
 - 1. Submit methods, detailed plans, duration, and supporting calculations for dewatering a minimum of 30 days prior to installation of the dewatering system.

2. If dive operations are required to clear debris from bottom sill plates, assisting in installing and removing, and manually sealing gaps for stoplog seating, submit a request 7 days in advance and an equipment request 14 days in advance.

- a. Dive operations will be as directed and paid under Document 00 72 47 – Changes.

B. Drilling Plan:

1. If drilling is required for dewatering, a drilling and invasive program plan (DIPP) conforming to the requirements of USACE ER 1110-1-1807 shall be prepared and submitted.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 ISOLATION AND STOPLOGS

- A. A total of 18 stoplog leaves are available at the Dos Amigos Pumping Plant. The Contractor is responsible for transporting these to Check 17.
- B. The Contractor shall coordinate the delivery and repositioning of the stop logs with the Department. Refer to Section 01 64 10 – Department Furnished Materials and Equipment.
- C. Upon completion of the work and removal of the isolation system, the Contractor shall transport all 18 stoplog leaves back to the Dos Amigos Pumping Plant. The Contractor shall clean, inspect for damage, and stack the stoplogs in their original storage configuration or as directed by the Engineer. Any damage incurred during transport or use shall be repaired or replaced by the Contractor at no additional cost to the Department.
- D. The contractor shall de-water the bay following the installation of the stoplogs by the Department.

3.02 WATER MANAGEMENT AND PROTECTION

- A. The Contractor shall implement containment methods to prevent any demolition debris, pin bearing grease, or lead-based coating chips from entering the Aqueduct water during dewatering or gate removal.
- B. No excavation of the existing ground around Check Structure 17 is permitted for dewatering purposes.

- C. Engine driven pumps shall have adequate fuel supplies stored near the pumps to power the pumps at full power for 24 hours. Provisions shall be made to refuel engine driven pumps without shutting down the pumps.
- D. Make provisions for continuous dewatering including weekends and holidays.
- E. Provide backup electrical power supplies at every location where electrically powered pumps are used.
- F. Provide a backup pump at every dewatering location where pumps are used.
- G. Dewatering pump intakes must be fitted with appropriately sized, NMFS and/or CDFW-approved fish screens if fish are present within the dewatered area.
- H. Stop Log Leak Test:
 - 1. Install the stoplogs to test for leakage.
 - 2. Unless otherwise determined by the Engineer, leakage shall not exceed 16.5 gallons per minute at each the upstream or downstream bulkhead.

3.03 REMOVAL

- A. Dispose of water from dewatering operations in accordance with Section 01 57 19 – Temporary Environmental Controls and in compliance with construction permits.
- B. Remove facilities for dewatering from the work site as the Contractor's property when no longer required, as determined by the Engineer.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price will be paid for DEWATERING; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 32

EXTERIOR IMPROVEMENTS

SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Aggregate Base, specifically for the construction of a stable bearing course over prepared subgrade within the salvaged radial gate storage area.
 - 1. Aggregate Base construction includes the following:
 - a. Furnishing, transporting, placing, compacting, and grading to the lines and grades shown.
 - b. Continuous dust control during construction activities.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 31 00 00 – Earthwork.
 - 2. Section 31 05 19 – Geosynthetics for Earthwork.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM D 1557 – (Method C) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 - b. ASTM D 2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock.

- c. ASTM D 4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - d. ASTM D 4643 – Standard Test Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
 - e. ASTM D 6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
2. California Department of Transportation (Caltrans) Standard Specifications:
- a. Section 26 – Aggregate Bases.

1.04 SUBMITTALS

- A. Submit the source, gradation, and laboratory maximum density certificates for aggregate base material. Certificates and test data shall be no more than 12 months old.
- B. Prior to beginning grading and compaction, the Contractor shall submit a plan indicating the sequence and manner in which the materials will be handled and shall include grading and compaction methods and equipment.

1.05 DEFINITIONS

- A. Percent compaction is the ratio, expressed as a percent, of the field dry density to the maximum dry density as specified in Section 31 00 00 – Earthwork.
- B. Field dry density for aggregate base as base course for roadway and parking lot shall be determined using ASTM D 6938.
- C. Maximum dry density for aggregate base shall be determined using ASTM D 1557.

1.06 DELIVERY

- A. Aggregate Base shall be delivered to the placement site as a uniform mixture without segregation.

1.07 QUALITY CONTROL AND QUALITY ASSURANCE TESTING

- A. The Contractor shall perform quality control testing to verify the materials meet the specification requirements, and test for compaction every 100 tons of aggregate placed and a minimum of one test per shift during placement.
- B. Maximum Dry Density and Optimum Moisture Content shall be determined in accordance with ASTM D 1557 for each source of aggregate base material. The results of the testing shall be provided to the Engineer prior to the Contractor commencing grading and compaction.
- C. The Engineer may perform quality assurance testing of materials and compaction in accordance with Section 31 00 00 – Earthwork.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate base and compacted gravel base shall conform to the grading and quality requirements of Caltrans Standard Specifications, Section 26-1.02B, Class 2 Aggregate Base, conforming to the following gradation:

Sieve sizes	Percentage passing			
	1-1/2 inch maximum		3/4 inch maximum	
	Operating range	Contract compliance	Operating range	Contract compliance
2"	100	100	--	--
1-1/2"	90–100	87–100	--	--
1"	--	--	100	100
3/4"	50–85	45–90	90–100	87–100
No. 4	25–45	20–50	35–60	30–65
No. 30	10–25	6–29	10–30	5–35
No. 200	2–9	0–12	2–9	0–12

- B. At the option of the Contractor, the gradation for either the 1-1/2 inch maximum or 3/4 inch maximum shall be used except that once a gradation is selected it shall not be changed without the Engineer's written approval.

- C. Aggregate for aggregate base and compacted gravel base shall be free from organic matter and other deleterious substances and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.
- D. Aggregate may include material processed from reclaimed portland cement concrete, lean concrete base, cement treated base, asphalt concrete or a combination of any of these materials.

PART 3 EXECUTION

3.01 SUBGRADE

- A. Subgrade preparation shall comply with Caltrans Standard Specifications, Section 26-1.03B.
- B. Subgrade to receive the aggregate base shall conform to the compaction and elevation tolerances shown and specified, and shall be free of loose or extraneous material.
- C. Subgrade shall be moisture conditioned and compacted to not less than 95 percent compaction in accordance with Section 31 00 00 – Earthwork.

3.02 SPREADING

- A. Spreading aggregate base shall comply with Caltrans Standard Specifications, Section 26-1.03D.
- B. Aggregate base shall be deposited and spread to the required compacted thickness within the specified tolerances. Where the required thickness is 0.50 foot or less, the aggregate base may be spread and compacted in one layer. Where the required thickness is more than 0.50 foot, the aggregate base shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any one layer shall not exceed 0.50 foot.

3.03 COMPACTING

- A. Compacting aggregate base and compacted gravel base shall comply with Caltrans Standard Specifications, Section 26-1.03E.
- B. Compact each layer of aggregate base to not less than 95 percent compaction.

3.04 FINISHED SURFACE

- A. The surface of the finished aggregate base at any point shall not vary more than 0.025 foot above or 0.05 foot below the grade established by the Engineer.
- B. Aggregate base which does not conform to the above requirements shall be reshaped or reworked, moisture conditioned, and recompact to conform to the specified requirements.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Aggregate Base will be by the ton and will be the number of tons of material placed in the work.

4.02 PAYMENT

- A. The contract price will be paid for AGGREGATE BASE; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract items Barbed Wire Fence Removal and Reinstallation and Swing Gates Removal and Reinstallation.
- B. The contract item includes furnishing, removing and reinstalling the following:
 - 1. Barbed wire fence.
 - 2. 16-foot wide manually operated swing gates including posts, braces, latches, hinges, miscellaneous hardware, and as shown.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02 41 13 – Selective Site Demolition.
 - 2. Section 05 50 00 – Metal Fabrications.
 - 3. Section 31 00 00 – Earthwork.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
 - 1. American Society for Testing and Materials (ASTM):
 - a. ASTM A 53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - b. ASTM A 121 – Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
 - c. ASTM A 500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

- d. ASTM A 501 – Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
 - e. ASTM A 702 – Standard Specification for Steel Fence Posts, Hot Wrought.
2. California Department of Transportation (Caltrans) Specifications:
- a. Section 80 – Fences.
 - b. Section 80-2 – Barbed Wire and Wire Mesh Fences.
 - c. Section 80-2.02F – Tension Wires, Hardware, and Grounding Materials.
 - d. Section 80-3.02B – Posts and Braces.
 - e. Section 80-10 – Gates.
 - f. Section 80-10.02 – Materials.

1.04 SUBMITTALS

- A. Certificates for materials.
- B. Catalog cuts showings thicknesses and dimensions.
- C. Working drawings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Barbed wire shall comply with ASTM A 121.
- B. Line posts must be Class B steel and comply with ASTM A 702.
- C. Materials for swing gate and post shall be as shown.

PART 3 EXECUTION

3.01 REMOVAL AND INSTALLATION

- A. Carefully disassemble, remove and safely store existing barbed wire fence and swing gates for reinstallation. Materials must be stored in a manner that prevents bending, warping, or deterioration.
- B. Barbed wire fencing shall be removed and reinstalled to its original alignment as directed by the Department.

- C. Wire used to fasten barbed wire to metal posts must be galvanized and at least 11 gauge. Clip and hog rings used for metal posts must be at least 9 gauge.
- D. The swing gate shall be removed and reinstalled to its original alignment as shown.
- E. The swing gate shall be operable, lockable and tested through 12 open and close cycles with no binding, jerking or jamming.
- F. Any damage caused by the Contractor's operation to existing barbed wire fence, swings gates, posts, hardware, or structural integrity shall be repaired and replaced at no additional cost to the Department.
- G. Pursuant to Document 00 72 46 – Control of Work, the Contractor shall protect gate during the construction and shall repair damage to the gate prior to final acceptance.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the Barbed Wire Fence Removal and Reinstallation shall be by the linear foot and will be the linear feet of barbed wire fences removed and reinstalled.
- B. Measurement for payment for Swing Gate Removal and Reinstallation will be by the unit and will be the number of swing gates removed and reinstalled.

4.02 PAYMENT

- A. The contract prices will be paid for BARBED WIRE FENCE REMOVAL AND REINSTALLATION; and SWING GATE REMOVAL AND REINSTALLATION; which prices shall include full compensation for all costs incurred under this section.

END OF SECTION

DIVISION 35

WATERWAY AND MARINE CONSTRUCTION

SECTION 35 01 01

OPERATION AND MAINTENANCE OF RADIAL GATES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract items Removal and Disposal of Radial Gate and Removal and Salvage of Radial Gate.
 - 1. Removal and Disposal of Radial Gate shall include:
 - a. Demolition and disposal per Section 02 41 13 – Selective Site Demolition.
 - 2. Removal and Salvage of Radial Gate shall include:
 - a. Careful removal and transport of radial gate and its mechanical and electrical appurtenances to the Coalinga O&M Yard.
- B. Radial Gates No. 1, 3, and 4 shall be removed and disposed.
- C. Radial Gate No. 2 shall be removed and salvaged.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02 41 13 – Selective Site Demolition.
 - 2. Section 02 60 00 – Contaminated Site Material Removal.
 - 3. Section 31 23 19 – Dewatering.
 - 4. Section 35 20 14 – Stoplog.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:

1. American Society of Mechanical Engineers (ASME):
 - a. ASME B 1.1 – Unified Inch Screw Threads (UN and UNR Thread Form).
 - b. ASME B 18.2.2 – Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series).
2. American Society for Testing and Materials (ASTM):
 - a. ASTM A 36 – Standard Specification for Carbon Structural Steel.
 - b. ASTM A 53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - c. ASTM A 193 – Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - d. ASTM A 276 – Standard Specification for Stainless Steel Bars and Shapes.
 - e. ASTM A 307 – Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
 - f. ASTM A 320 – Standard Specification for Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service.
 - g. ASTM A 380 – Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.
 - h. ASTM A 563 – Standard Specification for Carbons and Alloy Steel Nuts.
 - i. ASTM A 722 – Standard Specification for High-Strength Steel Bars for Prestressed Concrete.
 - i. ASTM B 22 – Standard Specification for Bronze Castings for Bridges and Turntables.
 - j. ASTM B 505 – Standard Specification for Copper Alloy Continuous Castings.
 - k. ASTM C 942 – Standard Test Method for Compressive Strength of Grouts for Preplaced-Aggregate Concrete in the Laboratory.

- l. ASTM C 1019 – Standard Test Method for Sampling and Testing Grout.
 - m. ASTM D 395 – Standard Test Methods for Rubber Property-Compression Set.
 - n. ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 - o. ASTM D 471 – Standard Test Method for Rubber Property-Effect of Liquids.
 - p. ASTM D 572 – Standard Test Method for Rubber-Deterioration by Heat and Oxygen.
 - q. ASTM D 709 – Standard Specification for Laminated Thermosetting Materials.
 - r. ASTM D 1418 – Practice for Rubber and Rubber Latices – Nomenclature.
 - s. ASTM D 2000 – Classification System for Rubber Products in Automotive Applications.
 - t. ASTM D 2240 – Standard Test Method for Rubber Property-Durometer Hardness.
 - u. ASTM D 4802 – Standard Specification for Poly(Methyl Methacrylate) Acrylic Plastic Sheet.
 - v. ASTM F 541 – Standard Specification for Alloy Steel Eyebolts.
 - w. ASTM F 3125 – Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength.
3. California Code of Regulations:
- a. Title 8 – General Industrial Safety Orders.
4. Federal Specifications:
- a. FF-S-85c (3) – Screw, Cap, Slotted and Hexagonal Head.

1.04 SUBMITTALS

A. Radial Gate Removal Plan:

- 1. Schedule, sequence, and method for radial gate removal.

B. Crane Pick Plan for each location:

1. Make and model of crane to be used.
2. Location of crane during operation.
3. Magnitude, location and distribution of force induced by all crane supports during operation at 22.5° increments, maximum, for both swing and working radiuses.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 REMOVAL OF RADIAL GATE AND CONNECTIONS

A. Disconnection of Wire Ropes:

1. The existing wire ropes connecting to the radial gate drum shall be removed.
2. Subject to the approval of the Engineer, remove obstructions, if any, to gain access to hoist drums at machinery platform.
3. Match mark and document the full physical range of travel of the gate at some accessible point of reference on the gate structure. Marks shall be used to confirm full range of operation and check gate position indication after rope replacement.
4. Match mark and document the position of all gate position indication devices and limit switches with respect to the drum position. The Contractor shall be responsible for returning the gate hoist to operation with all position indication devices and limit switches showing the proper gate position and function.
5. Relieve the load on the hoist ropes by over driving the hoist machinery in the gate closed direction, until the ropes are slack.
6. Disconnect the existing rope assemblies from the gate connection pin.
7. Disassemble and remove the existing rope assemblies from the hoist drum. Prior to disposal, the existing wire ropes shall be laid out to the full length seen when the gate is in the fully closed position. The existing wire ropes shall be made available for

inspection by the Engineer. This length shall be documented and submitted in a Wire Rope Report.

B. Removal of Radial Gate:

1. After removal and disconnection of the wire ropes, the Contractor shall disconnect and remove the radial gate. The Contractor shall submit a Gate Removal Plan indicating the sequence of operations to safely remove the gate. Upon approval, and in conjunction with the Crane Pick Plan, the Contractor shall remove the hinge pins from the hinge base and proceed with any and all unbolting of mating connections for lifting.
 - a. Cutting gate arms near the hinge pin bracket for gates 1, 3, and 4 is an acceptable method with the Engineer's approval of the Gate Removal Plan.
2. Upon removal, the Contractor shall transport radial gate no. 2 to the Coalinga yard.

3.02 SITE PROTECTION

- A. No excavation of the existing ground around Check Structure 17 is permitted.
- B. No construction equipment access shall be allowed on the pedestrian bridge and hoist deck.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract items Removal and Disposal of Radial Gate will be by the unit and will be the number of radial gates removed and disposed of from the control structure.
- B. Measurement for payment for the contract items Removal and Salvage of Radial Gate will be by the unit and will be the number of radial gates removed and salvaged from the control structure.

4.02 PAYMENT

- A. The contract prices will be paid for REMOVAL AND DISPOSAL OF RADIAL GATE; and REMOVAL AND SALVAGE OF RADIAL GATE; which prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 35 20 14

STOPLOG

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section specifies the requirements for the contract item Stoplog Refurbishment and Transportation for a total of 18 existing stoplog panel units for Check 17. The refurbished stoplog panels are required to provide a watertight seal for the dewatering of gate bays to facilitate the removal of existing radial gates. The work shall include, but is not limited to:
1. Stoplog panel seal replacement – Complete removal of existing deteriorated rubber seals from all panels. Installation of new bottom, sides, and corner seals.
 2. Seal clamps and hardware – Furnishing and installation of new seal clamps for the bottom, sides and corner seals.
 3. Transportation of stop logs from an offsite location to Check Structure 17 and back to offsite location as directed by the Department.
 4. Field testing.

1.02 RELATED SECTIONS

- A. General Conditions, Supplementary Conditions, Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
1. Section 01 55 26 – Temporary Traffic Control.
 2. Section 05 50 00 – Metal Fabrications.
 3. Section 35 01 01 – Operations and Maintenance of Radial Gates.

1.03 REFERENCE STANDARDS

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00 72 42 – Interpretation of the Contract, Paragraph 2:
1. American Society for Testing and Materials (ASTM):

- a. ASTM A 36 – Standard Specification for Carbon Structural Steel.
 - b. ASTM A276 – Standard Specification for Stainless Steel Bars and Shapes.
 - c. ASTM A307 – Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
 - d. ASTM F593 – Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 - e. ASTM D395 – Standard Test Methods for Rubber Property-Compression Set.
 - f. ASTM D412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 - g. ASTM D471 – Standard Test Method for Rubber Property-Effect of Liquids.
 - h. ASTM D2137 – Standard Test Method for Rubber Property-Brittleness Point of Flexible Polymers and Coated Fabrics.
 - i. ASTM D2240 – Standard Test Method for Rubber Property-Durometer Hardness.
2. American National Standards Institute (ANSI):
- a. ANSI B18.6.2 – Screw, Slotted Head Cap, Square Set Screw & Slotted Headless Screws.
3. California Code of Regulations:
- a. Title 8 – General Industrial Safety Orders.
4. Federal Specifications:
- a. FF-S-85c(3) – Screw, Cap, Slotted and Hexagonal Head.
 - b. RR-W-410D (1) – Wire Rope and Strand.
- B. Definitions:
- 1. Watertight: Secured to prevent the penetration of water. For the purposed of this specification only, an allowable rate of leakage no more than that specified in 3.04 FIELD TESTS is allowed.

1.04 SUBMITTALS

A. Product Data

1. Manufacturer's technical specifications for the rubber seal material, including dimensions, profile and physical properties.
2. Material certifications for seal clamps and fasteners, confirming ASTM A276 and ASTM F593 designations.

B. Shop Drawings

1. Detailed drawings of the bottom, sides and corner seal clamp layouts, including hole punching/drilling patterns, bar thicknesses, and mitered corner details where the side clamps meet the bottom clamps.

C. Certified Test Report

1. Laboratory test results for the rubber compounds, demonstrating compliance with the ASTM "D" series requirements.

D. Procedures – Seal Installation Plan

1. A narrative describing the removal of old seals, surface cleaning of the panel sealing faces, and the torque sequence for the seal clamp fasteners to ensure uniform compression.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Pursuant to Document 00 72 46 – Control of Work, protect fabricated stoplog leaves from damage, including distortion during fabrication, handling, and delivery.
- B. Bolts, nuts, washers, and miscellaneous fasteners and hardware shall be shipped in separate containers. Descriptions of quantities of the material shall appear on the outside of each container.
- C. Stoplogs shall be delivered to the site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials shall conform to the following requirements:
 1. Stoplog Seal Clamps: ASTM A276 stainless steel.

2. Fasteners for Seal Clamps: ASTM F593 stainless steel bolts, hex cap screws, and studs.
3. Replacement structural metal work (if required for repairs): ASTM A36
4. Rubber Seals:
 - a. The rubber seals shall be mold type only and shall be Synaflex Rubber Products Company, Inc.; Seals Unlimited, Inc.; or equal, and as shown.
 - b. Rubber seals shall be compounded of neoprene rubber and shall contain reinforcing carbon black, zinc oxide, accelerators, antioxidants, vulcanizing agents, and plasticizers.
 - c. The material shall be cured in a manner to ensure a dense homogeneous cross section, free from pitting, blisters, porosity, and other imperfections and shall be kept free of oils, grease, or other materials which would deteriorate the rubber.
 - d. Minor surface defects such as surface peel covering less than 1 square inch, and surface cavities or bumps less than 1/4 inch in longest lateral dimension and less than 1/16 inch deep will be acceptable on all surfaces except on the seal bulb sealing surface. Defects which are not within the above limitations shall be repaired, as approved, or shall be removed from the finished product by cutting out a length of seal containing such defects and splicing the seal at that point, as directed.
 - e. The rubber seals shall be fully molded in conformance with the shapes and dimensions shown.
 - f. Except where tolerances are shown, dimensions are nominal and a slight variation will be acceptable.
 - g. The splices shall be vulcanized. Vulcanized splices shall be fully molded and shall be made at right angles to the seal length. After applying a suitable rubber cement and gum rubber to the ends, the splice shall be vulcanized in a mold for sufficient time to produce maximum strength in the splice. All finished vulcanized splices shall have a tensile strength of not less than 50 percent of the tensile strength of the unspliced product.
 - h. The ends of the seal pieces at butt splices shall be ground and shall butt firmly together.

- i. Physical characteristics of the seals shall meet the following test procedures and minimum requirements:

<u>Test</u>	<u>ASTM Designation</u>	<u>Requirement</u>
Tensile Strength	D 412 – Die C	2,500 psi (min.)
Elongation at Break	D 412	400%
300% Modulus	D 412	900 psi (min.)
Durometer Hardness, Shore Type A	D 2240	60 to 70
Water Absorption	D 471, 48 Hr. @ 70° C	10% by weight (max.)
Compression Set	D 395, Method B 22 Hr. @ 212° C	30% (max.)
Tensile Strength after Oxygen Bomb Aging	D 572	80% (min.) of Tensile Strength
Low Temperature Brittleness	D 2137, Method A,9.3.2	Nonbrittle after 3 Feet @ -25° C
Specific Gravity	---	1.43 ± 0.05

- j. The Contractor shall furnish to the Engineer a certification by the manufacturer that the seals conform to the above requirements.
- k. The certification shall include certified results of the above tests.

2.02 FABRICATION AND ASSEMBLY

A. Fabrication:

1. Metal work shall be fabricated as specified in Section 05 50 00 – Metal Fabrications, and as shown.
2. Except as otherwise specified herein, fabrication shall conform to the dimensions and tolerances shown.

PART 3 EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION OF STOPLOGS

- A. Where stoplogs are to be transported from an offsite facility for use or repair, all equipment including lifting beams, accessories or appurtenances required for movement of the stoplogs shall be rated and certified for a minimum load equal to the 2 times the total operating weight of the heaviest stoplog to be moved.
- B. The Contractor shall coordinate all work activities with the Engineer and with any other contractors, subcontractors, utility providers, or entities working within or near the project site. The Contractor is responsible for maintaining safe and continuous access throughout the site and must provide advance notice of any work that may restrict access or impact traffic flow. The Contractor shall cooperate with others to ensure shared access routes, haul roads, and staging and work areas remain functional, and shall adjust work sequencing or implement temporary measures as necessary to accommodate concurrent construction activities.

3.02 RUBBER SEALS

- A. Removal: The Contractor shall completely remove all existing deteriorated rubber seals and mechanical fasteners from the stoplog panels.
- B. Surface Preparation: Prior to installing new seals, the panel sealing faces shall be cleaned of all rust, old adhesive, and debris.
- C. Seal Installation:
 - 1. Holes in the rubber seals shall be accurately located and drilled. The drills shall be of the hollow, tubular, rotary or other approved type that produces cylindrical hole with smooth interior surface. The end of abutting joints shall be cut to form watertight joints.
 - 2. New seals shall be secured using new stainless steel seal clamps and fasteners.
 - 3. Fasteners shall be tightened in a torque sequence that ensures uniform compression across the entire seal length.
 - 4. Abutting joints and mitered corners shall be cut and fitted to form watertight joints.

3.03 FIELD QUALITY CONTROL

- A. Field quality control shall be according to the approved QAP as specified in Section 05 50 00 – Metal Fabrications.
- B. Stop logs shall be field tested.
- C. Visually inspect to verify indicated seal projection occurs at full length of each seal.

3.04 FIELD TESTS

- A. Test each stoplog to ensure it can be installed and removed properly and that stoplogs seat in the slot and against each other to function as intended. Evidence of improper fit, misalignment, jamming, or other defects will be considered defective work.
- B. Stop Log Leak Test:
 - 1. Install the stoplogs to test for leakage.
 - 2. Unless otherwise determined by the Engineer, leakage shall not exceed 16.5 gallons per minute at each the upstream or downstream bulkhead.
- C. Pursuant to Document 00 72 46 – Control of Work, defective work including internal or hidden damage indicated by the above tests shall be repaired, or the defective parts replaced by the Contractor at no additional expense to the Department. After repairs, the Contractor shall perform additional tests at the work site to ensure the integrity of the stoplogs in operation.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract price shall be paid for STOPLOG REFURBISHMENT AND TRANSPORTATION; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

APPENDICES

PRE-WORK SAFETY PLAN

Section A: General Information

Org Involved:			
Location:			
Prepared By:	Date:	Reviewed By:	Date:
Project Manager:	Phone:	Approved By:	Date:
Scope of Work:			

PRE-WORK SAFETY PLAN

Section B: Job Tasks

Sequence of Tasks	Potential Hazards	Proposed Mitigations	References

Section C: Addition/Changes

Notes:

Section D: Pre-Work Safety Plan Review

Org Unit	Print Name	Initial	Date

HAZARD IDENTIFICATION

The hazard assessment wheel is a tool to help identify hazards associated with a project, task or job step. Thinking about hazards in a structured manner reduces the possibility of missing a hazard. Start at any point on the wheel and work your way around thinking about each category of hazards.



Gravity	Falling object, elevated work, or a body tripping or falling
Temperature	Open flame, ignition sources, hot or cold surfaces, liquids, or gases, steam, friction and general environmental and weather conditions
Pressure	Pressure piping, compressed gas cylinders, control lines, pressure vessels, tanks, hoses and pneumatic and hydraulic equipment
Motion	Vehicle, vessel, or equipment movement, flowing water; wind; and body position when lifting, straining, or bending
Mechanical	Rotating equipment, compressed springs, drive belts, conveyors, and motors
Chemical	Lead, asbestos, flammable vapors, reactive hazards, carcinogens or other toxic compounds, corrosives, pyrophoric substances, combustibles, oxygen deficient atmospheres, welding fumes and dusts
Electrical	Power lines, transformers, static charges, lighting, energized equipment, wiring and batteries
Water	Aqueduct banks, reservoirs, dams, weirs, levees, in-water or underwater activity, flood response, boating
Sound	Equipment noise, impact noise, vibration, high pressure release sounds and the impact of noise levels on communication
Biological	Animals, bacteria, viruses, insects, blood-borne pathogens, improperly handled food, contaminated water
Radiation	Lighting issues, welding, arcs, solar rays, microwaves, lasers, x-rays

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION CERTIFICATION LIST

(This form shall be submitted prior to the first of every month.)

Contract Title: _____

Specification No.: _____

As required by Labor Code Section 1725.5, all Contractors and Subcontractors, regardless of tier or amount, who are subject to prevailing wage laws, listed below performing work are registered with DIR as public works contractors. In addition to any other potential remedies, the Engineer may withhold all or part of any payment due if the Contractor fails to furnish this form on a monthly basis.

Contractor/Subcontractor Name	Contractor License Number	DIR Registration Number	Mailing Address	Email Address

(If more space is needed, attach additional sheets.)

By signing below, the Contractor certifies that the above list is current, accurate, and complete.

Signature
Authorized Contractor's Representative

Print Name

Date

Contractor's License Number

DIR Registration Number

DAILY COATING INSPECTION REPORT

Specification Number: _____ Project Name: _____

Material/Item To Be Coated: _____ Coating Schedule Bid Item Number: _____

AMBIENT CONDITIONS (°F)

Date	Time	Air Temp	Wet Bulb Temp	Relative Humidity	Steel Temp	Dew Point

SURFACE PREPARATION

Required Surface Preparation _____

Surface Preparation Attained _____

Preinspection Comments / Defects Corrected _____

Precleaning Method / Comments _____

CHLORIDE CONTAMINATION RESULTS

Test Method: _____

Test No.	Results

ABRASIVE BLAST EQUIPMENT

Type of Equipment: _____

Date	Nozzle Size	Air Pressure (psi) Measured At: _____	Blotter Test (Oil Present)	Abrasive		Comments
				Size	Cleanliness	

PROFILE TAPES
(Attach Profile Tapes in Box Below)

Item Tested: _____ Tape Locations: _____

Item Tested: _____ Tape Locations: _____

Item Tested: _____ Tape Locations: _____

Item Tested: _____ Tape Locations: _____

COATINGS

Coat #	General Coating Type	Manufacturer's Name	Batch Number	Application Method	Color	D.F.T. Before This Coat	W.F.T. Measurements	Min.	Max.	Actual D.F.T. Measurements	Min.	Max.
1												
2												
3												
4												
Coat #	Mixing	Thinning	Storage	Time Elapsed Between Coats	Defects/Comments							
1												
2												
3												
4												

ADHESION

Instrument Type Used: _____

Test No.	% Coating on Dolly	Result (psi)

REMARKS:

HOLIDAY DETECTION TESTING

Method Used: _____ Voltage: _____ V

Coat #	No. and Size of Holiday
1	
2	
3	
4	
5	

Contractor's Representative

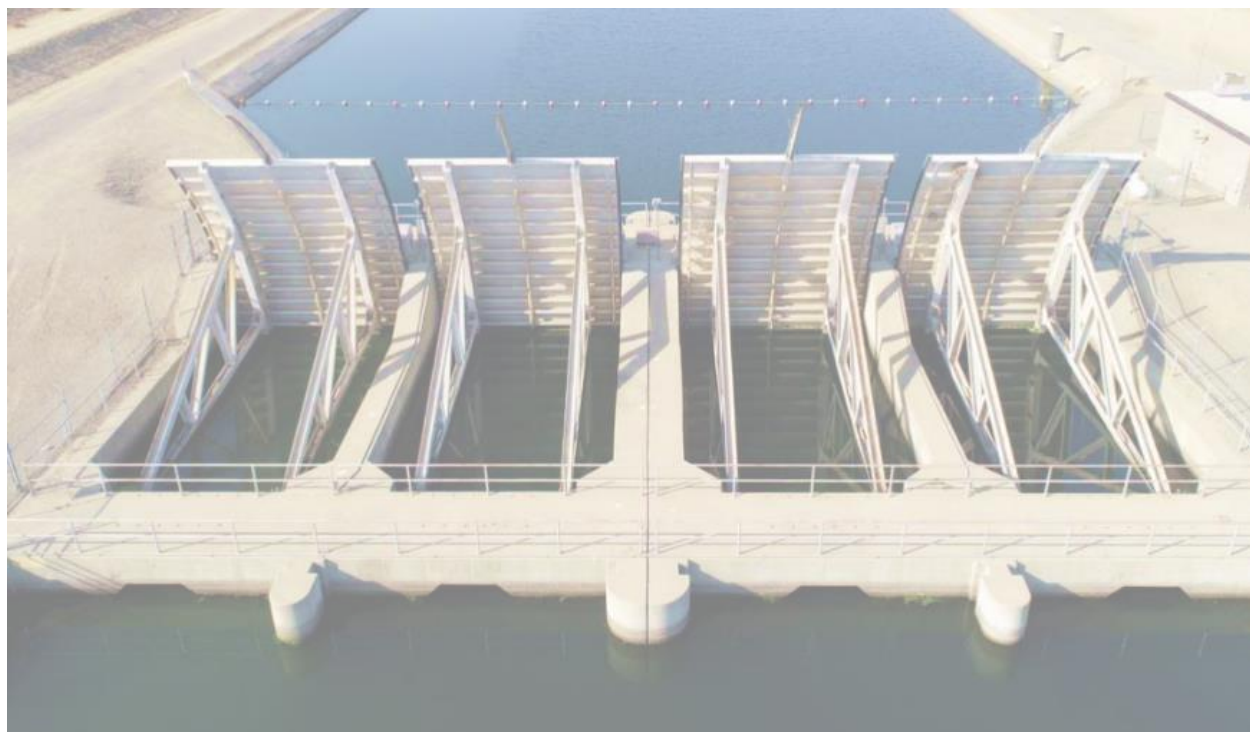
DWR Representative

Project name			Type of Work			Ongoing Report ☐	Final Annual Report ☐	
Specification Number		County/Route/Postmile		Report for Calendar Year		Separate reports needed for each calendar year		
Contactor Name				Phone Number		Email		
Street Address				City, State, Zip				
Contractor Certification: I certify under penalty or perjury that the information provided in this form is complete and accurate.								
Contractor Representative's Signature				Contractor Representative (Print Name and Title)			Date of Report	
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 (see NOTE) 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	TYPE OF ACTIVITY Enter one activity oper line: 1 = Source - Separated Materials Recycling 2 = Onsite Reuse 3 = Mixed Debris Recycling 4 = Reuse of Salvageable Items 5 = Disposal at Landfill or Transfer to Station 6 = Other - Describe	AMOUNT TAKEN TO LANDFILL (TONS)	AMOUNT DIVERTED FROM LANDFILLS TO A RECYCLING FACILITY (TONS)	AMOUNT GENERATED AND THEN REUSED ON THIS JOB (TONS)
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
		☐	☐					
Note: Earth and Rock material must not be reported as either waste matieral diverted from or disposed of in landfills.								
Describe the other types of material, if applicable:								
Describe the other types of activity, if applicable:								

REPORT No. 07242023.2122 PAT
Doc. No. SBS.RPT.002750.1.0



California Department of Water Resources *“Asbestos & Lead Inspection Report”*



San Luis Field Division *“Aqueduct Subsidence Project – Check 17”* (CA-036, CA-037, CA-038, CA-039U)

Prepared by:
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July 2023

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Executive Summary

Safety Management Systems (SMS) conducted a *Limited Asbestos and Lead in Paint Surveys* of the on the Aqueduct Check 17 and associated structures (Sampling IDs CA-036 through CA-093), located in the San Luis Field Division, in Fresno County, California. The surveys were conducted to identify asbestos containing materials for the purpose of securing NESHAP and Demolition permits if necessary and to identify those materials that may involve special handling during these activities.

The surveys were conducted from July 24 through October 19, 2023, by SMS Industrial Hygiene Technician, Mike Horton, California Certified Site Surveillance Technician (CSST) No. 18-6182, with the final report reviewed by IH Business Development Manager, David S. Beadle, CIH, CSP, CAC No. 04-3626.

The asbestos bulk samples were submitted to EMSL Analytical at 464 McCormick St., San Leandro, CA, 94577, NVLAP No. 101048-3, and were analyzed by Polarized Light Microscopy (PLM) with dispersion staining for identification of bulk material for asbestos down to 1%. The methodology for PLM analysis utilized was EPA 600/R-93/116. Analysis determined that ten (10) of the samples submitted contain <1% asbestos. As a result, the samples were analyzed by 1,000 point count method with gravimetric reduction. The samples analyzed by 1,000 point count were found to contain more than one tenth of one percent asbestos. Analysis determined that three (3) of the samples submitted contain more than 1% asbestos.

There is approximately 5,145 ft² of concrete material containing more than 0.1% asbestos but less than 1% asbestos. There is approximately 225 ft² of vinyl tile flooring material and 1.6 ft² of caulking material containing more than 1% asbestos.

The lead samples were submitted to EMSL Analytical at 464 McCormick St., San Leandro, CA and were analyzed for total lead concentrations by Flame Atomic Absorption with a reporting limit of 0.010%, based on the minimum sample weight. The methodology for analysis of Lead in Paint Chips by Flame AAS is EPA SW-864 3050B*/7000B. Twenty-six (26) lead paint chip samples were collected for analysis by FAA and were analyzed by the laboratory. Analysis determined that twenty (20) of the samples submitted contain 600 ppm of lead or more.

There is 2,591 ft² of paint that contains more than 600 ppm of lead.

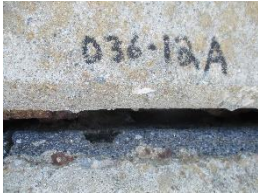
The following tables list the materials sampled, location, lab analyses result, friability (asbestos only), paint condition (paint only), and quantities for the materials sampled.

1.1 Asbestos Results – CA-036

Table 1.1 SLFD Aqueduct CA-036 – Asbestos Results

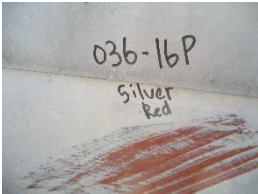
Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-036-01A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the northeast corner of the gate deck, at ground level.	Concrete	<1% Chrysotile	No	1950 ft ²	
1000 Pt Count			0.3% Chrysotile			
CA-036-02A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the southeast corner of the gate deck, at ground level.	Concrete	<1% Chrysotile	No	Calculated with Sample 01A	
1000 Pt Count			0.4% Chrysotile			
CA-036-03A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 east gate hoist foundation, on the northwest corner, and 6" above ground level. There are 8 of these hoist foundations.	Concrete	<1% Chrysotile	No	280 ft ²	
1000 Pt Count			0.4% Chrysotile			
CA-036-04A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 electric motor base, at ground level. This material is under all 4 electric gate motors.	Leveling Compound	None Detected	N/A	72 ft ²	
CA-036-05A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 electric motor base, at ground level.	Leveling Compound	None Detected	N/A	Calculated with Sample 04A	

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-036-06A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 electric motor, on the top, and 4' above ground level. There are 4 of these gaskets, 1 on each electric motor.	Green Gasket	None Detected	N/A	0.75 ft ² 4 gaskets	
CA-036-07A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 electric motor, on the top, and 4' above ground level.	Green Gasket	None Detected	N/A	Calculated with Sample 06A	
CA-036-08A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 electric motor, on the top south end, and 3' above ground level. There are 4 of these gaskets, 1 on each electric motor.	Gray Gasket	None Detected	N/A	2.16 ft ² 4 gaskets	
CA-036-09A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 electric motor, on the top south end, and 3' above ground level.	Gray Gasket	None Detected	N/A	Calculated with Sample 06A	
CA-036-10A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the north guardrail, 10' northeast of gate 1 electric motor, at ground level. There are 90 guardrail epoxy anchors.	Epoxy Anchor	None Detected	N/A	13.5 ft ²	

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-036-11A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the north guardrail, 5' north of gate 2 electric motor, at ground level. There are 90 guardrail epoxy anchors.	Epoxy Anchor	None Detected	N/A	Calculated with Sample 10A	
CA-036-12A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the gate deck, in the middle, between gate 2 and 3, at ground level.	Black Pad	None Detected	N/A	13.6 ft ²	
CA-036-13A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the gate deck, in the middle, between gate 2 and 3, at ground level.	Black Pad	None Detected	N/A	Calculated with Sample 12A	
CA-036-14A	The sample was taken from the Check 17 Gate Structure (MP 132.95), on the small pump, 15' west of the propane tank, and 2' above ground level.	Brown Gasket	None Detected	N/A	0.09 ft ²	
No Sample	All Check 17 Gate Structure electric panels, control panels, and/or terminal boxes are assumed to house asbestos containing electrical components until inspected and demonstrated otherwise.	Electrical Components	Assumed	No	<2.0 ft ²	

1.2 Lead Paint Results CA-036

Table 1.2 SLFD Aqueduct CA-036 – Lead in Paint Results

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-036-15P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the north guardrail, 15' northwest of the gate 1 electric motor, and 2' above ground level.	Silver / Red Orange	220,000	Poor – chalking and fading	1200 ft ²	
CA-036-16P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the west gate 1 motor drum hoist housing, on the north end and 3' above ground level. This paint is on both gate 1 drum hoist housings.	Silver / Red	130,000	Poor – chalking and fading	182 ft ²	
CA-036-17P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the west gate 2 motor drum hoist housing, on the north end and 3' above ground level. This paint is on both gate 2 drum hoist housings.	Silver / Red	86,000	Poor – chalking and fading	182 ft ²	
CA-036-18P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the west gate 3 motor drum hoist housing, on the north end and 3' above ground level. This paint is on both gate 3 drum hoist housings.	Silver / Red	110,000	Poor – chalking and fading	182 ft ²	
CA-036-19P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the west gate 4 motor drum hoist housing, on the north end and 3' above ground level. This paint is on both gate 4 drum hoist housings.	Silver / Red	85,000	Poor – chalking and fading	182 ft ²	

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-036-20P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 motor base, on the north end, and 2' above ground level. This paint is on gate 1 motor and base.	Silver / Red	68,000	Poor – chalking and fading	52 ft ²	
CA-036-21P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 motor base, on the north end, and 2' above ground level. This paint is on gate 2 motor and base.	Silver / Red	42,000	Poor – chalking and fading	52 ft ²	
CA-036-22P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 3 motor base, on the north end, and 2' above ground level. This paint is on gate 3 motor and base.	Silver / Red	160,000	Poor – chalking and fading	52 ft ²	
CA-036-23P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 4 motor base, on the north end, and 2' above ground level. This paint is on gate 4 motor and base.	Silver / Red	180,000	Poor – chalking and fading	52 ft ²	
CA-036-24P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 electrical motor, and 3' above ground level.	Gray / Green Silver / Red	22,000	Poor – chalking and fading	8 ft ²	

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-036-25P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 electrical motor, and 3' above ground level.	Gray / Green Silver	1,300	Poor – chalking and fading	8 ft ²	
CA-036-26P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 4 electrical motor, and 3' above ground level.	Gray / Green Silver / Red	110,000	Poor – chalking and fading	8 ft ²	
CA-036-27P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 1 & 2 electrical control backboard, on the south side and 3' above ground level.	Silver / Red	160,000	Poor – chalking and fading	32 ft ²	
CA-036-28P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 2 & 3 electrical control backboard, on the south side and 3' above ground level.	Silver / Red	180,000	Poor – chalking and fading	32 ft ²	
CA-036-29P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the small pump, 15' west of the propane tank, and 2' above ground level.	Silver / Gray Orange	22,000	Poor – chalking and fading	12 ft ²	

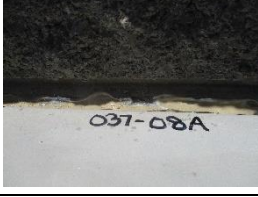
Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-036-30P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the small pump at the southeast corner of gate 1, outside the fence, and 2' above ground level.	Silver / Gray Orange	7,900	Poor – chalking and fading	14 ft ²	
CA-036-31P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the north side of gate 1, 1' east of the west end, in the middle of the gate. This paint is also on the gate 1 structure supports/armature.	Gray / White	<80	Poor – chalking and fading	3650 ft ²	
CA-036-32P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the north side of gate 2, 1' east of the west end, in the middle of the gate. This paint is also on the gate 2 structure supports/armature.	Gray / White	<80	Poor – chalking and fading	3650 ft ²	
CA-036-33P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on gate 3, on top level indicator. This paint is on all 4 gate level indicators, on top of each gate.	Silver / Orange	210,000	Poor – chalking and fading	140 ft ²	
CA-036-34P	The paint sample was taken from the Check 17 Gate Structure (MP 132.95), on the north side of gate 4, 1' west of the east end, in the middle of the gate. This paint is also on the gate 4 structure supports/armature.	Gray / White	140	Poor – chalking and fading	3650 ft ²	

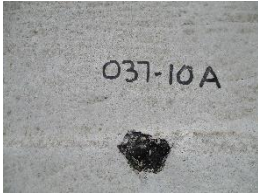
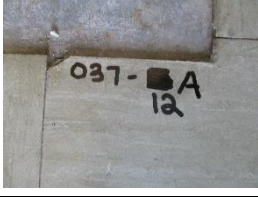
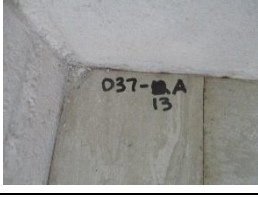
Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
No Sample	No paint sample was taken from the Check 17 Gate Structure (MP 132.95) gate 3, due to inaccessibility.	Gray / White	Assumed <600ppm	Poor – chalking and fading	3650 ft ²	
*Paint condition defined: "Intact" = the entire surface is intact; "Fair" = less than or equal to 10 ft ² is deteriorated; "Poor" = more than 10 ft ² deteriorated.						

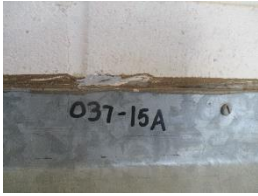
1.3 Asbestos Results – CA-037

Table 1.3 SLFD Aqueduct CA-037 – Asbestos Results

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-037-01A	The sample was taken from the Check 17 Control Building (MP 132.95), on the exterior southwest corner of the building, and 1' above ground level.	Brick / Mortar	None Detected	N/A	900 ft ²	
CA-037-02A	The sample was taken from the Check 17 Control Building (MP 132.95), on the exterior northwest corner of the building, and 1' above ground level.	Brick / Mortar	None Detected	N/A	Calculated with Sample 01A	
CA-037-03A	The sample was taken from the Check 17 Control Building (MP 132.95), on the exterior southeast corner of the building foundation, at ground level.	Concrete	<1% Chrysotile	No	490 ft ²	
1000 Pt Count			0.4% Chrysotile			

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-037-04A	The sample was taken from the Check 17 Control Building (MP 132.95), on the northeast front foundation landing, at ground level.	Concrete	<1% Chrysotile	No	Calculated with Sample 03A	
1000 Pt Count			0.5% Chrysotile			
CA-037-05A	The sample was taken from the Check 17 Control Building (MP 132.95), Check 16 Control Building (MP 122.07), on the east exterior vent, on the southeast corner of the building, and 5' above ground level.	Gray Caulking	None Detected	N/A	2.8 ft ²	
CA-037-06A	The sample was taken from the Check 17 Control Building (MP 132.95), on the west exterior vent, on the west side of the building, and 5' above ground level.	Gray Caulking	None Detected	N/A	Calculated with Sample 05A	
CA-037-07A	The sample was taken from the Check 17 Control Building (MP 132.95), on the west exterior electrical panel, on the southwest corner of the building, and 4' above ground level. This material is on all electrical boxes.	White Caulking	None Detected	N/A	0.96 ft ²	
CA-037-08A	The sample was taken from the Check 17 Control Building (MP 132.95), on the east exterior electrical panel, on the southeast corner of the building, and 4' above ground level.	White Caulking	None Detected	N/A	Calculated with Sample 07A	

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-037-09A	The sample was taken from the Check 17 Control Building (MP 132.95), on the southeast corner of the propane tank foundation, at ground level.	Concrete	None Detected	N/A	24 ft ²	
CA-037-10A	The sample was taken from the Check 17 Control Building (MP 132.95), on the roof, on the southeast corner, and 10' above ground level.	White / Gray / Black Roofing Material	None Detected	N/A	450 ft ²	
CA-037-11A	The sample was taken from the Check 17 Control Building (MP 132.95), on the roof, 5' southeast of the A/C unit, and 10' above ground level.	White / Gray / Black Roofing Material	None Detected	N/A	Calculated with Sample 11A	
CA-037-12A	The sample was taken from the Check 17 Control Building (MP 132.95), on the interior 9x9 floor tile, in the southwest corner of the north end of the building (electrical room), at ground level.	Vinyl Floor Tile / Mastic	2% Chrysotile	No	225 ft ²	
CA-037-13A	The sample was taken from the Check 17 Control Building (MP 132.95), on the interior 9x9 floor tile, in the southeast corner of the north end of the building (electrical room), at ground level.	Vinyl Floor Tile / Mastic	Positive Stop Not Analyzed	No	Calculated with Sample 12A	

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-037-14A	The sample was taken from the Check 17 Control Building (MP 132.95), on the northwest corner of the north end of the building ceiling, and 10' above ground level.	Ceiling Panel	None Detected	N/A	225 ft ²	
CA-037-15A	The sample was taken from the Check 17 Control Building (MP 132.95), in the generator room, on the generator inlet vent, and 4' above ground level.	Gray Caulking	5% Chrysotile	No	1.6 ft ²	
CA-037-16A	The sample was taken from the Check 17 Control Building (MP 132.95), on the exterior of the building, on the generator exhaust vent, and 6' above ground level.	Black Caulking	None Detected	N/A	0.5 ft ²	
CA-037-17A	The sample was taken from the Check 17 Control Building (MP 132.95), on the exterior of the building, on the generator exhaust vent, and 6' above ground level.	Black Caulking	None Detected	N/A	Calculated with Sample 16A	
No Sample	All Check 17 Control Building electric panels, control panels, light fixtures, and/or terminal boxes are assumed to house asbestos containing electrical components until inspected and demonstrated otherwise.	Electrical Components	Assumed	No	<10.0 ft ²	

1.4 Lead Paint Results CA-037

Table 1.4 SLFD Aqueduct CA-037 – Lead in Paint Results

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-037-18P	The paint sample was taken from the Check 17 Control Building (MP 132.95), on the interior wall, in the generator room, 1' south of the door, and 3' above ground level. This paint is on all interior walls and ceilings.	White	260	Poor – chalking and fading	1350 ft ²	
CA-037-19P	The paint sample was taken from the Check 17 Control Building (MP 132.95), on the exterior north door frame lock, and 4' above ground level. This paint is on both door frames.	Black	9,400	Poor – chalking and fading	35 ft ²	
CA-037-20P	The paint sample was taken from the Check 17 Control Building (MP 132.95), on the exterior rain gutter drop tube, on the northeast corner of the building, and 4' above ground level.	Brown	<80	Poor – chalking and fading	105 ft ²	
CA-037-21P	The paint sample was taken from the Check 17 Control Building (MP 132.95), on the north exterior door, and 4' above ground level. This paint is on both doors.	Blue / Green Red	3,300	Fair	144 ft ²	
CA-037-22P	The paint sample was taken from the Check 17 Control Building (MP 132.95), on the top south end of the propane tank, and 3' above ground level.	White / Green	<80	Poor – chalking and fading	90 ft ²	

*Paint condition defined: "Intact" = the entire surface is intact; "Fair" = less than or equal to 10 ft² is deteriorated; "Poor" = more than 10 ft² deteriorated.

1.5 Asbestos Results – CA-038

Table 1.5 SLFD Aqueduct CA-038 – Asbestos Results

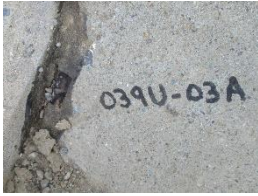
Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-038-01A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the northeast transition corner, at the northeast corner, above the ladder, at ground level. This material is in all 4 corners of the transition structure, within the expansion seams.	Black Caulking	None Detected	N/A	61.2 ft ²	
CA-038-02A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the southeast transition corner, at the southeast transition seam, at ground level.	Black Caulking	None Detected	N/A	Calculated with Sample 01A	
CA-038-03A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the northwest transition corner, at the northwest seam, at ground level.	Black Caulking	None Detected	N/A	Calculated with Sample 01A	
CA-038-04A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the southwest transition corner, at the southwest corner, next to the fence, at ground level.	Black Caulking	None Detected	N/A	Calculated with Sample 01A	
CA-038-05A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the northeast transition corner, on the northeast fence footer, at ground level. There are 72 fence post footers.	Concrete	None Detected	N/A	160 ft ²	

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-038-06A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the southeast transition corner, on the southeast concrete liner, at ground level.	Concrete	<1% Chrysotile	No	2400 ft ²	
CA-038-06A 1000 Pt Count			0.2% Chrysotile			
CA-038-07A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the northwest transition corner, on the northwest concrete liner, at ground level.	Concrete	<1% Chrysotile	N/A	Calculated with Sample 06A	
CA-038-07A 1000 Pt Count			0.3% Chrysotile			
CA-038-08A	The sample was taken from the Check 17 Transition Structure (MP 132.95), on the southwest transition corner, on the southwest concrete liner, at ground level.	Concrete	<1% Chrysotile	N/A	Calculated with Sample 06A	
CA-038-08A 1000 Pt Count			0.3% Chrysotile			

1.6 Asbestos Results – CA-039U

Table 1.6 SLFD Aqueduct CA-039U – Asbestos Results

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-039U-01A	The sample was taken from the Check 17 Upstream Stilling Well (MP 132.94L), on the northwest corner of the concrete steps, and 1' above ground level.	Concrete	<1% Chrysotile	No	9 ft ²	
CA-039U-01A 1000 Pt Count			0.3% Chrysotile			

Sample ID	Location of Sample	Material Type	Asbestos Percent	Friable	Estimated Quantity	Sample Photo
CA-039U-02A	The sample was taken from the Check 17 Upstream Stilling Well (MP 132.94L), on the southeast corner of the concrete foundation, and 1' above ground level.	Concrete	<1% Chrysotile	No	16 ft ²	
CA-039U-02A 1000 Pt Count			0.5% Chrysotile			
CA-039U-03A	The sample was taken from the Check 17 Upstream Stilling Well (MP 132.94L), on the Stilling Well southeast corner, at ground level.	Black Caulking	None Detected	N/A	4.25 ft ²	
CA-039U-04A	The sample was taken from the Check 17 Upstream Stilling Well (MP 132.94L), on the Stilling Well southeast corner, at ground level.	Black Caulking	None Detected	N/A	Calculated with Sample 03A	

1.7 Lead Paint Results CA-039U

Table 1.77 SLFD Aqueduct CA-039U – Lead in Paint Results

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
CA-039U-05P	The paint sample was taken from the Check 17 Upstream Stilling Well (MP 132.94L), on the Stilling Well door, and 3' above ground level.	Silver / Green Red	34,000	Poor – chalking and fading	46 ft ²	

*Paint condition defined: "Intact" = the entire surface is intact; "Fair" = less than or equal to 10 ft² is deteriorated; "Poor" = more than 10 ft² deteriorated.

1.0 Scope of Work

Safety Management Systems, LLC was retained by the California Department of Water Resources to survey the Aqueduct Check 17 and associated structures for possible asbestos and lead containing construction materials, and to develop a report based on the laboratory results.

2.1 Service Description

The following Professional Services were provided:

- a) Conduct asbestos and lead paint surveys of the specified equipment as directed by the client in accordance with the procedures, standards, and qualifications of individuals performing asbestos surveys, as defined in federal, state, and local ordinance.
- b) Using industry standard guidelines, collect bulk samples of each suspect asbestos-containing material and suspect lead containing paint.
- c) Submit all samples to an independent laboratory for the analysis of asbestos fibers in bulk samples or total lead concentrations.
- d) Prepare a written report that indicates the following:
 - 1) Asbestos sample numbers, material locations, material types, asbestos content, friability, and estimated quantity for each material sampled.
 - 2) Lead paint sample numbers, paint sample locations, lead content of each paint sampled, paint conditions, and an estimated quantity of each paint.
 - 3) Provide a laboratory report from the designated laboratory for all asbestos and lead paint samples analyzed.

2.0 Procedures and Access

3.1 Access

The surveys were performed from July 24 through October 19, 2023, by Safety Management Systems, LLC.

3.2 Survey Procedures

The surveys for asbestos & lead containing materials were conducted by visually assessing each component for the presence of potential asbestos containing materials and lead containing paint, and physically obtaining representative samples of each suspect material.

3.3 Laboratory Information

The samples were analyzed by EMSL Laboratories, Inc. of San Leandro, California:

- California – Bulk Asbestos, Lead, Asbestos in Drinking Water, and Microbiology Certification #1620.
- AIHA Laboratory Accreditation Program Certification #101748.
- NIST – NVLAP Asbestos Fiber Analysis Certification #101048-3

3.0 Component Descriptions

The **Aqueduct Check 17** is located in the California Department of Water Resources' San Luis Field Division and has coordinates: 36.454936, -120.304107.

- This check has four (4) check gates and associated gate motors and drum hoists. The gate deck and overall structure is concrete. The equipment, including the guardrails, motors, and hoists, are painted silver with various undercoats.
- The check gates are painted gray and have a white undercoat.
- The upstream and downstream transition liners are concrete with a black caulking material.
- Check 17 has a control building, located approximately 30 yds to the northeast. This control building is a block and mortar building with concrete floors. The northern section of the building (electrical room) has 9x9 vinyl floor tiles. The generator is located in the southern section of the building. The roof of the control building is composed of a white/black/gray weather proofing material. The control building exterior doors are painted blue with green and red undercoats. The door trim is painted black. The doors and vents have a gray caulking.
- This check has an upstream Stilling Well that has a concrete foundation, is metal, and is painted silver with green and red undercoats.

4.0 Sample Location Map

*See Sample Location Maps

5.0 Assumptions

The following assumption(s) regarding material conditions and/or locations have been made:

- Due to the inherent hazards associated with live electrical equipment, SMS has assumed that all electrical components present within electrical panels contain more than 1% asbestos until tested and proven otherwise.

6.0 Conclusions

Based on the evaluation of the laboratory results and information gathered during the visual assessment, materials containing more than 1% asbestos have been identified in the following locations:

- The Check 17 Control Building (MP 132.95), interior 9x9 floor tiles, in the north end of the building (electrical room have been determined to contain more than 1% asbestos. (225 ft²)
- The Check 17 Control Building (MP 132.95), interior gray caulking on the generator inlet vent has been determined to contain more than 1% asbestos. (1.6 ft²)

Based on the evaluation of the laboratory results and information gathered during the visual assessment, materials containing more than 0.1% asbestos, but less than 1% asbestos have been identified in the following locations:

- The Check 17 Gate Structure (MP 132.95), concrete deck has been determined to contain more than 0.1% asbestos. (1950 ft²)
- The Check 17 Gate Structure (MP 132.95), 8 gate hoist foundations have been determined to contain more than 0.1% asbestos. (280 ft²)
- The Check 17 Control Building (MP 132.95), concrete foundation has been determined to contain more than 0.1% asbestos. (490 ft²)
- The Check 17 Upstream and Downstream Transition concrete has been determined to contain more than 0.1% asbestos. (2400 ft²)
- The Check 17 Upstream Stilling Well (MP 132.94L), foundation and steps have been determined to contain more than 0.1% asbestos. (25 ft²)

***Note:** This survey wasn't tasked with calculating concrete in cubic feet. The report concrete calculations have been quantified as surface areas and have been reported in square feet.

Paint containing 600 ppm of lead or more has been identified in the following locations:

- Silver/Red/Orange paint on the Check 17 Gate Structure guardrail. (1200 ft²)
- Silver/Red paint on the Check 17 Gate Structure 8 gate motor drum hoist housings. (728 ft²)
- Silver/Red paint on the Check 17 Gate Structure 4 gate motor housings. (208 ft²)
- Gray/Green/Silver/Red paint on the Check 17 Gate Structure - 3 electric motors (gate 1, 2, and 4). (24 ft²)
- Silver/Red paint on the Check 17 Gate Structure electrical backboards. (64 ft²)
- Silver/Gray/Orange paint on the Check 17 Gate - 2 small pumps, on the east side of the check gate. (26 ft²)
- Silver /Orange paint on the Check 17 Gate Structure – 4 gate level indicators. (140 ft²)
- Black paint on the Check 17 Control Building door frames. (35 ft²)
- Blue/Green/Red paint on the Check 17 Control Building doors. (144 ft²)

- Silver/Green/Red paint on the Check 17 Upstream Stilling Well. (46 ft²)

7.0 Recommendations

Asbestos Recommendations:

Performing demolition or renovation activities where asbestos is present could release asbestos fibers into the environment and expose contractors and workers to a health risk. If work activity requires disturbance of these materials, then the affected materials should be removed by qualified individuals using work practices designated by Title 8 CCR 1529.

Any contractor disturbing materials that contain any amount of asbestos is subject to California Code of Regulations Section 1529, including at a minimum: exposure monitoring, use of HEPA equipped vacuum cleaners, wet methods, and prompt clean up, and proper labeling of waste containers. Additionally, depending on employee exposure levels, asbestos concentrations, and work classifications, required work practices may include: regulated areas, additional engineering controls, respiratory protection, protective clothing, supervision by a competent person, hazard communications, training, and notification. Additionally, any contractor that disturbs more than 100 square feet of ACCM shall be registered with the Division of Occupational Safety and Health. Consult with the proper state, county, and local departments and secure all appropriate permits before disturbing any asbestos.

According to the EPA's National Emissions Standard for Hazardous Air Pollutants (NESHAP), all Regulated Asbestos Containing Material (RACM) shall be removed prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb the material. Additionally, proper notifications shall be made to the local air quality management or air pollution control district prior to the start of work.

Should materials similar to those identified in this report, or other forms of suspect asbestos containing materials, be discovered during work activity, construction personnel/contractors should be instructed to immediately cease work activities that may initiate a fiber release episode and notify the appropriate management personnel.

Lead Recommendations:

The provisions set forth in CCR Title 8, Cal/OSHA Construction Safety Orders Lead Section 1532.1, should be followed during construction, alteration, or repair, of equipment or components coated with paint containing any amount of lead. Section (d)(4) of the regulation stipulates that objective data which demonstrate that lead surface coatings are under 600 ppm by weight can be used in lieu of initial exposure monitoring only if work practices do not include the use of the "trigger tasks" highlighted in Section (d)(2). Performing tasks such as manual scraping or demolition, cutting and

torch burning may require the use of qualified, trained personnel. Additional safety precautions may include medical surveillance, respiratory protection, and exposure assessments based on work practices.

General Recommendations:

Notification to employees and contractors working within the area must be made in accordance with the California Health and Safety Code, Section 25915 et. seq. and Proposition 65.

8.0 Work Plans

No work plans have been developed under the scope of work covered by this document.

9.0 Limitations

Safety Management Systems warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of its preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence, condition, and hazard potential of accessible and/or exposed suspect asbestos-containing materials and lead based paint limited to the subject components in the areas directed by the client at the time of inspection. Test results are valid only for the materials tested.

There is a distinct possibility that conditions may exist which could not be identified within the scope of study, or which were not apparent during the site visit. This inspection covered only those areas that were included in the scope and/or physically accessible to the inspector at the time of the survey, using destructive sampling techniques. Suspect materials not identified or sampled during the survey may be hazardous and should be treated as asbestos containing, until sampled and analyzed. The study is also limited to the information available from the client at the time it was conducted. No other warranties are implied or expressed.

10.0 Signatures and Certifications

Sampling conducted and report written by:



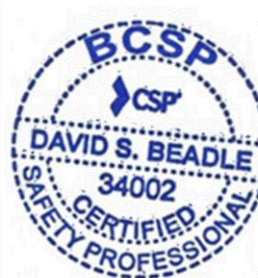
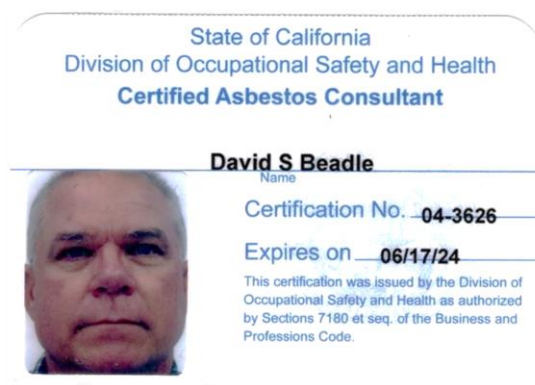
Michael Horton
CSST Certification No. 18-6182
CDPH Lead Sampling Technician
No. LRC-00001681
Industrial Hygiene Technician
Safety Management Systems, LLC



Report reviewed by:



David S. Beadle, CIH, CSP
CAC No. 04-3626
IH Business Development Manager
Safety Management Systems, LLC



Appendix A – Asbestos & Lead Laboratory Results

*See Laboratory PDF Files

Appendix B – Common Terminology

ACM: *Asbestos Containing Material.* Any material containing more than one percent asbestos.

ACCM: *Asbestos Containing Construction Material.* Any manufactured construction material that contains more than one tenth of one percent asbestos by weight.

PACM: *Presumed Asbestos Containing Material.* Thermal system insulation (TSI) or surfacing materials found in buildings constructed no later than 1980.

TSI: *Thermal System Insulation.* ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

Surfacing Material: Material that is sprayed on, troweled on, or otherwise applied to surfaces.

NESHAP: National Emission Standard for Hazardous Air Pollutants (40 CFR Part 61, Subpart M).

RACM: *Regulated Asbestos Containing Material.* Friable ACM: non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to a powder by forces expected to act upon the material during demolition or renovation activity.

Friable: Any material that, when dry, can be crumbled, pulverized, or reduced to powder using hand pressure.

Lead-Based Paint: Paint or other surface coatings that contain lead at concentrations greater than or equal to 5,000 ppm, 1.0 mg/cm², or 0.5% by weight.

Lead Containing Paint: Non-regulatory term, used to identify paint that contains lead, but at concentrations less than those used to define Lead-Based Paint.

Deteriorated paint: Any paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate.

Trigger Task: Tasks listed in Cal/OSHA's Lead In Construction Standard (Title 8 Section 1532.1 (d)(2)) that trigger specific employee protective measures until an exposure assessment for the task has been completed.

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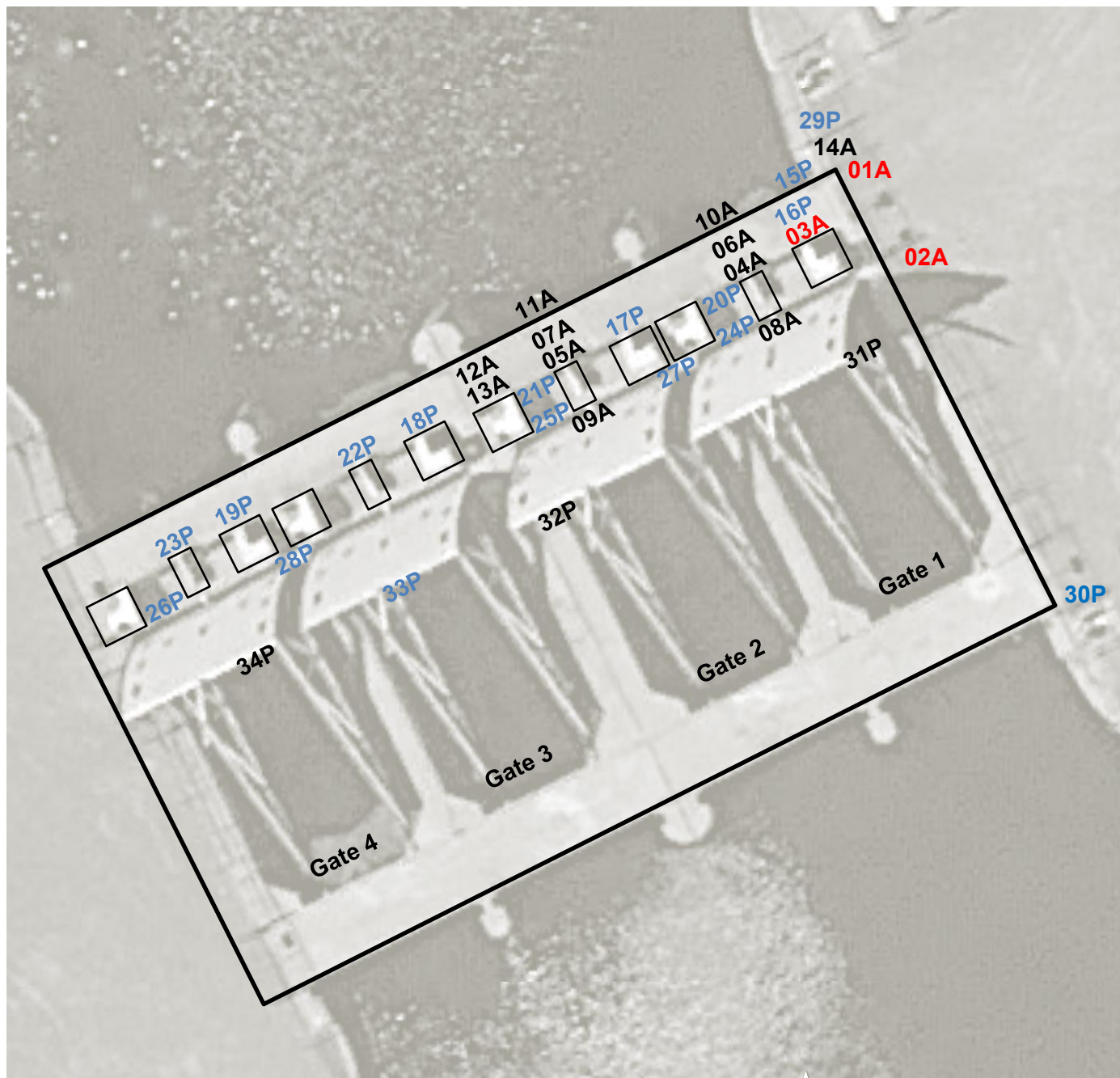
California Department of Water Resources

San Luis Field Division

Aqueduct Subsidence Project

CA-036 – Check 17 Gate Structure

MP 132.95



LEGEND

= Sample Number & Location

= Sample Contains Asbestos

= Sample Contains ≥ 600 ppm Lead

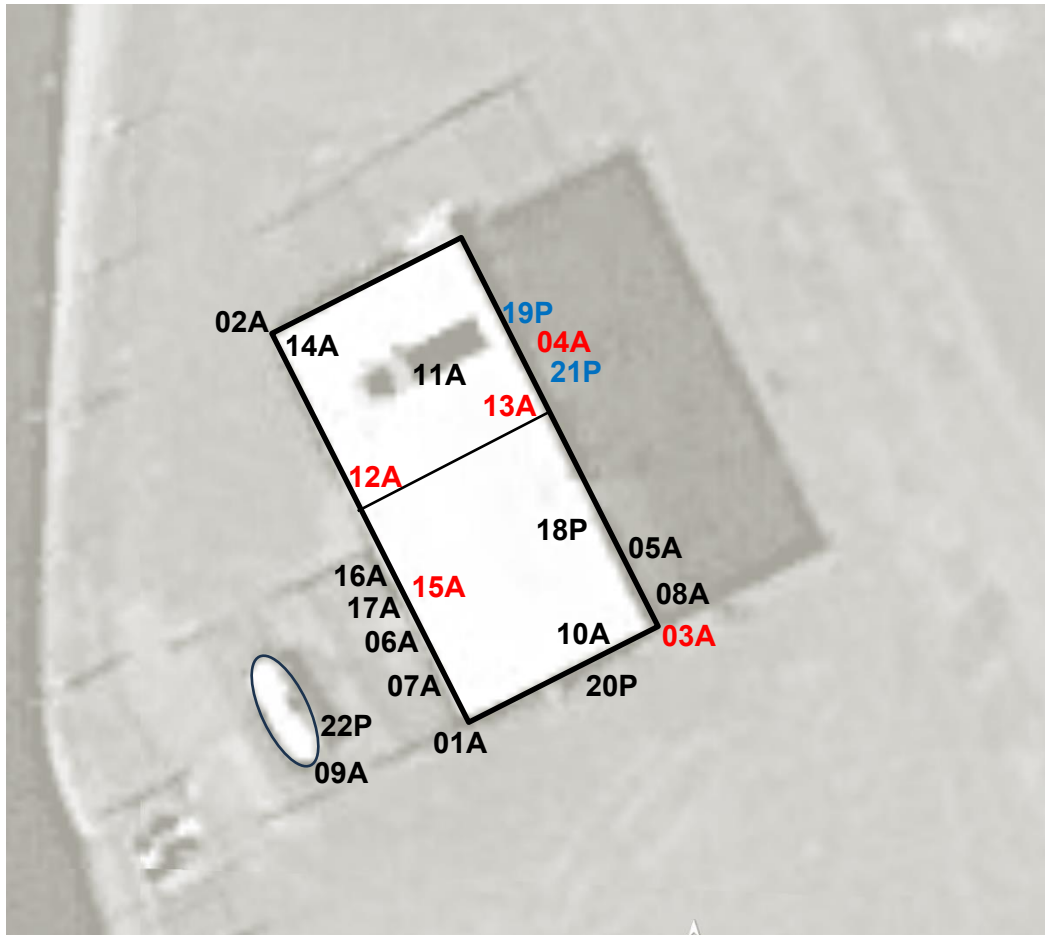
California Department of Water Resources

San Luis Field Division

Aqueduct Subsidence Project

CA-037 – Check 17 Control Building

MP 132.95 L

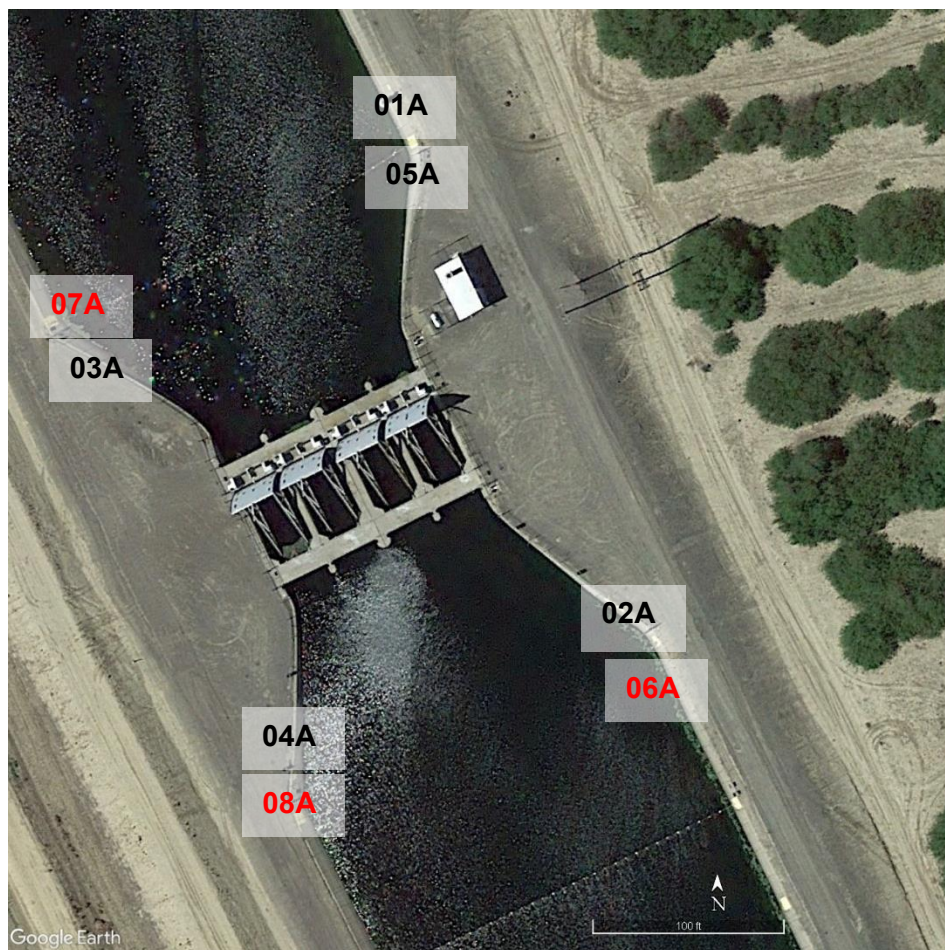
**LEGEND**

= Sample Number & Location

= Sample Contains Asbestos

= Sample Contains ≥ 600 ppm Lead

California Department of Water Resources
San Luis Field Division
Aqueduct Subsidence Project
CA-038 – Check 17 Transition Structure
MP 132.95



LEGEND

= Sample Number & Location

= Sample Contains Asbestos

= Sample Contains ≥ 600 ppm Lead

California Department of Water Resources
San Luis Field Division
Aqueduct Subsidence Project
CA-039U – Check 17 Stilling Wells
MP 132.94



LEGEND

= Sample Number & Location

= Sample Contains Asbestos

= Sample Contains ≥ 600 ppm Lead



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EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Attention: Mike Horton
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4200 Easton Dr. #7
Bakersfield, CA 93309

Phone: (337) 521-3400
Fax:
Received: 08/11/2023 9:15 AM
Analysis Date: 08/22/2023 - 08/24/2023
Collected:

Project: DWR 7145 SLFD AQUEDUCT - POOL 17 (3) & POOL 18 (1) - ASB

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 1,000 Point Count Procedure.

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-034-01A 092317719-0005	BLACK PAD	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-035-05A 092317719-0017	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-038-06A 092317719-0023	CONCRETE	Gray Non-Fibrous Homogeneous		99.80% Non-fibrous (Other)	0.2% Chrysotile
CA-038-07A 092317719-0024	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-038-08A 092317719-0025	CONCRETE	Tan Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-039U-01A 092317719-0026	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-039U-02A 092317719-0027	CONCRETE	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-039D-01A 092317719-0030	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-039D-02A 092317719-0031	* CONCRETE	Beige Non-Fibrous Homogeneous		99.90% Non-fibrous (Other)	0.1% Chrysotile

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Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 08/23/2023 15:31:51



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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-042-01A 092317719-0037	CONCRETE	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-042-02A 092317719-0038	CONCRETE	Gray Non-Fibrous Homogeneous		99.10% Non-fibrous (Other)	0.9% Chrysotile
CA-040-01A 092317719-0042	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-040-02A 092317719-0043	* CONCRETE	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-043-01A 092317719-0044	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-043-02A 092317719-0045	CONCRETE	Brown/Gray Non-Fibrous Homogeneous		99.90% Non-fibrous (Other)	0.1% Chrysotile
CA-043-06A 092317719-0049	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		99.90% Non-fibrous (Other)	0.1% Chrysotile
CA-044-02A 092317719-0053	* CONCRETE 1	Gray/Beige Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-044-07A 092317719-0058	* CONCRETE 2	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-044-08A 092317719-0059	* CONCRETE 2	Gray/Beige Non-Fibrous Homogeneous		99.30% Non-fibrous (Other)	0.7% Chrysotile
CA-045-01A 092317719-0062	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-045-02A 092317719-0063	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-045-04A 092317719-0065	BLACK PAD	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-045-07A 092317719-0067	CONCRETE	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-046-01A 092317719-0068	CONCRETE	Gray Non-Fibrous Homogeneous		99.80% Non-fibrous (Other)	0.2% Chrysotile
CA-046-02A 092317719-0069	CONCRETE	Gray Non-Fibrous Homogeneous		99.20% Non-fibrous (Other)	0.8% Chrysotile
CA-046-05A 092317719-0072	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-047-01A 092317719-0074	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-047-02A 092317719-0075	* CONCRETE	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-049-01A 092317719-0078	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-049-02A 092317719-0079	CONCRETE	Gray Non-Fibrous Homogeneous		99.80% Non-fibrous (Other)	0.2% Chrysotile
CA-049-05A 092317719-0082	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-051-01A 092317719-0085	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-051-02A 092317719-0086	CONCRETE	Gray Non-Fibrous Homogeneous		99.80% Non-fibrous (Other)	0.2% Chrysotile
CA-054-01A 092317719-0089	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-054-02A 092317719-0090	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-054-05A 092317719-0093	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		99.90% Non-fibrous (Other)	0.1% Chrysotile

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 08/23/2023 15:31:51



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Attention: Mike Horton
Safety Management Systems
4200 Easton Dr. #7
Bakersfield, CA 93309

Phone: (337) 521-3400
Fax:
Received: 08/11/2023 9:15 AM
Analysis Date: 08/22/2023 - 08/24/2023
Collected:

Project: DWR 7145 SLFD AQUEDUCT - POOL 17 (3) & POOL 18 (1) - ASB

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 1,000 Point Count Procedure.

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-050-03A 092317719-0097	CONCRETE	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-050-04A 092317719-0098	CONCRETE	Gray Non-Fibrous Homogeneous		99.10% Non-fibrous (Other)	0.9% Chrysotile
CA-053-01A 092317719-0103	CONCRETE	Gray Non-Fibrous Homogeneous		99.60% Non-fibrous (Other)	0.4% Chrysotile
CA-053-02A 092317719-0104	CONCRETE	Gray Non-Fibrous Homogeneous		99.90% Non-fibrous (Other)	0.1% Chrysotile
CA-055-01A 092317719-0110	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-055-02A 092317719-0111	CONCRETE	Gray Non-Fibrous Homogeneous		99.50% Non-fibrous (Other)	0.5% Chrysotile
CA-059-01A 092317719-0121	* CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile
CA-059-02A 092317719-0122	* CONCRETE	Gray Non-Fibrous Homogeneous		99.30% Non-fibrous (Other)	0.7% Chrysotile
CA-057-01A 092317719-0125	CONCRETE	Gray Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile

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Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 08/23/2023 15:31:51


EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com
EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Attention: Mike Horton
 Safety Management Systems
 4200 Easton Dr. #7
 Bakersfield, CA 93309

Phone: (337) 521-3400
Fax:
Received: 08/11/2023 9:15 AM
Analysis Date: 08/22/2023 - 08/24/2023
Collected:

Project: DWR 7145 SLFD AQUEDUCT - POOL 17 (3) & POOL 18 (1) - ASB

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
 Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy.
 Quantitation using 1,000 Point Count Procedure.**

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
CA-057-02A 092317719-0126	CONCRETE	Gray Non-Fibrous Homogeneous		99.80% Non-fibrous (Other)	0.2% Chrysotile
CA-057-04A 092317719-0128	LEVELING COMPOUND	Gray/Tan Non-Fibrous Homogeneous		99.70% Non-fibrous (Other)	0.3% Chrysotile

Analyst(s)

Aimee Hartwig (12)

Alyssa Pham (15)

Christian Albayalde (20)

 Cecilia Yu, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 08/23/2023 15:31:51



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Company : Safety Management Systems (SMGS42)		LA Testing-Bill to: ☐ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 4200 Easton Dr., Suite 7		Third Party Billing requires written authorization from third party	
City: Bakersfield	State/Province: CA	Zip/Postal Code: 93309	Country: USA
Report To (Name): Mike Horton		Fax #:	
Telephone #: 661-703-7103		Email Address: michael.horton@acadian.com	
Project Name/Number: DWR 7145 SLED Aqueduct - Pool 17 (3) & Pool 18 (1) - Asb			
Please Provide Results: ☐ Fax ☒ Email		Purchase Order: U.S. State Samples Taken: CA	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☒ 2 Week			
*For TEM Air 3 hours through 6 hours, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with LA Testing's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☐ NYS 198.1 (friable in NY) ☐ NYS 198.6 NOB (non-friable-NY) ☐ NIOSH 9002 (<1%)		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
		TEM- Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ EPA Protocol (Semi-Quantitative) ☐ EPA Protocol (Quantitative) Other: ☐	
* Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name: Mike Horton		Samplers Signature: <i>[Signature]</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-033-01A	* White Caulking	Bulk	08-07-23
CA-033-02A	* ↓ ↓	↓	↓
CA-033-03A	* Black Mastic		
CA-033-04A	* ↓ ↓		
CA-034-01A	Black Pad		
CA-034-02A	* Black Caulking		
CA-034-03A	* ↓ ↓		
CA-034-04A	Concrete		
Client Sample # (s): -			
Relinquished (Client): Mike Horton		Date: 08-10-23	Time: 1700
Received (Lab): Jm EFX (2)		Date: 08112023-0915	Time:
Comments/Special Instructions: 11-23-00009			

Page 1 of 9 pages



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-034-05A	Concrete	Bulk	08-07-23
CA-034-06A	* Black Caulking		
CA-034-07A	* ↓ ↓		
CA-034-08A	Gray Caulking		
CA-035-01A	Gray Caulking / Felt		
CA-035-02A	Concrete		
CA-035-03A	Concrete		
CA-035-04A	White Caulking		
CA-035-05A	Leveling Compound		
CA-038-01A	* Black Caulking		
CA-038-02A	* ↓ ↓		
CA-038-03A	* ↓ ↓		
CA-038-04A	* ↓ ↓		
CA-038-05A	Concrete		
CA-038-06A	concrete		
CA-038-07A	concrete		
*Comments/Special Instructions:			

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Page 2 of 9 pages

Received: JN EFX 08112023-0915

Controlled Document - Asbestos COC - R2 - 1/12/2010



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-038-08A	Concrete	Bulk	08-07-23
CA-039U-01A	Concrete		
CA-039U-02A	Concrete		
CA-039U-03A	* Black Caulking		
CA-039U-04A	* ↓ ↓		
CA-039D-01A	* Concrete		
CA-039D-02A	* ↓ ↓		
CA-039D-03A	* Gray Caulking		
CA-039D-04A	* ↓ ↓		
CA-041-01A	* Green Gasket		
CA-041-02A	* ↓ ↓		
CA-041-03A	White Caulking		
CA-042-01A	Concrete		
CA-042-02A	Concrete		
CA-042-03A	* Black Caulking		
CA-042-04A	* ↓ ↓		
*Comments/Special Instructions:			

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Page 3 of 9 pages

Received: Jm Efx @

08112023-0915

Controlled Document - Asbestos COC - R2 - 1/12/2010



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-042-05A	Leveling Compound	Bulk	8-8-23
CA-040-01A	* Concrete		
CA-040-02A	* ↓ ↓		
CA-043-01A	Concrete		
CA-043-02A	concrete		
CA-043-03A	* Concrete coating		
CA-043-04A	* ↓ ↓		
CA-043-05A	Caulking		
CA-043-06A	Leveling Compound		
CA-043-07A	White putty		
CA-043-09A	Gray Caulking		
CA-044-01A	* Concrete 1		
CA-044-02A	* ↓ ↓		
CA-044-03A	* Black Caulking		
CA-044-04A	* ↓ ↓		
*Comments/Special Instructions:			

Page 4 of 9 pages

Received: Jm Efx

08112023-0915

Controlled Document - Asbestos COC - R2 - 1/12/2010



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-044-05A	* Gray Caulking	Bulk	8-8-23
CA-044-06A	* ↓ ↓		
CA-044-07A	* Concrete 2		
CA-044-08A	* ↓ ↓		
CA-044-09A	* Concrete Block		
CA-044-10A	* ↓ ↓		
CA-045-01A	* Concrete		
CA-045-02A	* ↓ ↓		
CA-045-03A	Black Caulking		
CA-045-04A	Black Pad		
CA-045-05A	Gray Paint		
CA-045-07A	Concrete		
CA-046-01A	Concrete		
CA-046-02A	Concrete		
CA-046-03A	* Black / Gray Caulking		
CA-046-04A	* ↓ ↓ ↓		
*Comments/Special Instructions:			

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Page 5 of 9 pages

Received: JN EFX @

08112023-0915



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-046-05A	Leveling Compound	Bulk	08-09-23
CA-046-06A	White Putty		
CA-047-01A	* Concrete		
CA-047-02A	* ↓ ↓		
CA-047-03A	* Gray Caulking		
CA-047-04A	* ↓ ↓		
CA-049-01A	Concrete		
CA-049-02A	Concrete		
CA-049-03A	Black Caulking / Gray Pad		
CA-049-04A	Gray Caulking		
CA-049-05A	Leveling Compound		
CA-049-06A	Black Caulking / Gray Pad		
CA-049-07A	White Putty		
CA-051-01A	Concrete		
CA-051-02A	Concrete		
*Comments/Special Instructions:			

(15)

Page 6 of 9 pages

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Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-051-03A	* Gray Mastic	Bulk	08-09-23
CA-051-04A	* ↓ ↓		
CA-054-01A	Concrete		
CA-054-02A	Concrete		
CA-054-03A	Gray Caulking		
CA-054-04A	Black Caulking		
CA-054-05A	Leveling Compound		
CA-054-06A	White Putty		
CA-050-01A	Green Gasket		
CA-050-02A	Black Caulking		
CA-050-03A	Concrete		
CA-050-04A	Concrete		
CA-052-01A	Green Tan Gasket		
CA-052-02A	Black/Tan Gasket		
CA-052-03A	* Pipe Wrap		
CA-052-04A	* ↓ ↓		
*Comments/Special Instructions:			

(16)

Page 7 of 9 pages

Received: JN EFX (2)

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Controlled Document - Asbestos COC - R2 - 1/12/2010



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-053-01A	Concrete	Bulk	8-10-23
CA-053-02A	Concrete		
CA-053-03A	* Black Caulking / Gray Pad		
CA-053-04A	* ↓ ↓		
CA-053-05A	Leveling Compound		
CA-053-06A	Gray Caulking		
CA-053-07A	White Putty		
CA-055-01A	Concrete		
CA-055-02A	Concrete		
CA-055-03A	Gray Pad		
CA-055-04A	Green Gasket		
CA-055-05A	* Black Caulking		
CA-055-06A	* ↓ ↓		
CA-055-07A	* Gray Caulking		
CA-055-08A	* ↓ ↓		
CA-058-01A	Black Caulking		
*Comments/Special Instructions:			

Page 8 of 9 pages

Received: JM EFX (D)

08112023-0915

Controlled Document - Asbestos COC - R2 - 1/12/2010



Asbestos Chain of Custody
LA Testing Order Number *(Lab Use Only):*

#092317719

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

[illegible]Page 9 of 9 pages

Received: JN EFX (2) 08112023-0915

#092317719



Asbestos Chain of Custody

LA Testing Order Number (Lab Use Only):

LA TESTING

AMENDED

Company : Safety Management Systems (SMGS42)		LA Testing-Bill to: ☐ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 4200 Easton Dr., Suite 7		Third Party Billing requires written authorization from third party	
City: Bakersfield	State/Province: CA	Zip/Postal Code: 93309	Country: USA
Report To (Name): Mike Horton		Fax #:	
Telephone #: 661-703-7103		Email Address: michael.horton@acadian.com	
Project Name/Number: DWR T145 SLED Agreement - Pool 17(3) & Pool 18(1) ASB		U.S. State Samples Taken: CA	
Please Provide Results: ☐ Fax ☒ Email		Purchase Order:	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☒ 2 Week			
*For TEM Air 3 hours through 6 hours, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with LA Testing's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☐ NYS 198.1 (friable in NY) ☐ NYS 198.6 NOB (non-friable-NY) ☐ NIOSH 9002 (<1%)		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
TEM - Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ EPA Protocol (Semi-Quantitative) ☐ EPA Protocol (Quantitative)		Other: ☐	
☐ Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name: Mike Horton		Samplers Signature: <i>MH</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
CA-057-01A	Concrete	Bulk	08-10-23
CA-057-02A	Concrete	↓	↓
CA-057-03A	Grav Pad	↓	↓
CA-057-04A	Leveling Compound	↓	↓
Client Sample # (s):		Total # of Samples: 4	
Relinquished (Client): Mike Horton		Date: 08-10-23	Time: 1700
Received (Lab): <i>M. EF2</i>		Date: 8-11-23	Time: 9:00am
Comments/Special Instructions: 11-23-0009 * Pls add to original Coc 08-10-23			

Page 1 of 1 pages



EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Attention: Mike Horton

Safety Management Systems

4200 Easton Dr. #7

Bakersfield, CA 93309

Phone: (337) 521-3400

Fax:

Received Date: 08/11/2023 9:15 AM

Analysis Date: 08/22/2023 - 08/23/2023

Collected Date:

Project: DWR 7145 SLFD AQUEDUCT - POOL 17 (3) & POOL 18 (1) - ASB

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CA-033-01A 092317719-0001	* WHITE CAULKING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-033-02A 092317719-0002	* WHITE CAULKING	Beige Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-033-03A 092317719-0003	* BLACK MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-033-04A 092317719-0004	* BLACK MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-01A 092317719-0005	BLACK PAD	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-034-02A 092317719-0006	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-03A 092317719-0007	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-04A 092317719-0008	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-05A 092317719-0009	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-06A 092317719-0010	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-07A 092317719-0011	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-034-08A 092317719-0012	GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-035-01A-Caulking 092317719-0013	GRAY CAULKING / FELT	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-035-01A-Felt 092317719-0013A	GRAY CAULKING / FELT	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
CA-035-02A 092317719-0014	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-035-03A 092317719-0015	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected

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APPENDIX VI

EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-035-04A 092317719-0016	WHITE CAULKING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-035-05A 092317719-0017	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-038-01A 092317719-0018	* BLACK CAULKING	Brown/Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-038-02A 092317719-0019	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-038-03A 092317719-0020	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-038-04A 092317719-0021	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-038-05A 092317719-0022	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-038-06A 092317719-0023	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-038-07A 092317719-0024	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-038-08A 092317719-0025	CONCRETE	Tan Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-039U-01A 092317719-0026	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-039U-02A 092317719-0027	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-039U-03A 092317719-0028	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-039U-04A 092317719-0029	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-039D-01A 092317719-0030	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-039D-02A 092317719-0031	* CONCRETE	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-039D-03A 092317719-0032	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-039D-04A 092317719-0033	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-041-01A 092317719-0034	* GREEN GASKET	Green Fibrous Homogeneous	10% Cellulose	70% Matrix 20% Non-fibrous (Other)	None Detected

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EMSL Order: 092317719

Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-041-02A 092317719-0035	* GREEN GASKET	Beige Fibrous Homogeneous	10% Cellulose	70% Matrix 20% Non-fibrous (Other)	None Detected
CA-041-03A 092317719-0036	WHITE CAULKING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-042-01A 092317719-0037	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-042-02A 092317719-0038	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-042-03A 092317719-0039	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-042-04A 092317719-0040	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-042-05A 092317719-0041	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-040-01A 092317719-0042	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-040-02A 092317719-0043	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-043-01A 092317719-0044	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-043-02A 092317719-0045	CONCRETE	Brown/Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-043-03A 092317719-0046	* CONCRETE COATING	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-043-04A 092317719-0047	* CONCRETE COATING	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-043-05A 092317719-0048	CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-043-06A 092317719-0049	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-043-07A 092317719-0050	WHITE PUTTY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-043-09A 092317719-0051	GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-01A 092317719-0052	* CONCRETE 1	Brown/Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-02A 092317719-0053	* CONCRETE 1	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile

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Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-044-03A 092317719-0054	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-04A 092317719-0055	* BLACK CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-05A 092317719-0056	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-06A 092317719-0057	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-07A 092317719-0058	* CONCRETE 2	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-044-08A 092317719-0059	* CONCRETE 2	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-044-09A 092317719-0060	* CONCRETE BLOCK	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-044-10A 092317719-0061	* CONCRETE BLOCK	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
CA-045-01A 092317719-0062	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-045-02A 092317719-0063	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-045-03A 092317719-0064	BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-045-04A 092317719-0065	BLACK PAD	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-045-05A 092317719-0066	GRAY PAINT	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-045-07A 092317719-0067	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-046-01A 092317719-0068	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-046-02A 092317719-0069	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-046-03A 092317719-0070	* BLACK / GRAY CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-046-04A 092317719-0071	* BLACK / GRAY CAULKING	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-046-05A 092317719-0072	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile

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Customer PO: 11-23-00009

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-046-06A 092317719-0073	WHITE PUTTY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-047-01A 092317719-0074	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-047-02A 092317719-0075	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-047-03A 092317719-0076	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-047-04A 092317719-0077	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-049-01A 092317719-0078	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-049-02A 092317719-0079	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-049-03A 092317719-0080	BLACK CAULKING / GRAY PAD	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-049-04A 092317719-0081	GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-049-05A 092317719-0082	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-049-06A 092317719-0083	BLACK CAULKING / GRAY PAD	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-049-07A 092317719-0084	WHITE PUTTY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-051-01A 092317719-0085	CONCRETE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
CA-051-02A 092317719-0086	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-051-03A 092317719-0087	* GRAY MASTIC	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-051-04A 092317719-0088	* GRAY MASTIC	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-054-01A 092317719-0089	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-054-02A 092317719-0090	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-054-03A 092317719-0091	GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-054-04A 092317719-0092	BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-054-05A 092317719-0093	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-054-06A 092317719-0094	WHITE PUTTY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-050-01A 092317719-0095	GREEN GASKET	Green Fibrous Homogeneous	10% Cellulose	80% Matrix 10% Non-fibrous (Other)	None Detected
CA-050-02A 092317719-0096	BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-050-03A 092317719-0097	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-050-04A 092317719-0098	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-052-01A 092317719-0099	GREEN GASKET	Tan Fibrous Homogeneous	10% Cellulose	80% Matrix 10% Non-fibrous (Other)	None Detected
CA-052-02A 092317719-0100	BLACK / TAN GASKET	Brown Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
CA-052-03A 092317719-0101	* PIPE WRAP	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-052-04A 092317719-0102	* PIPE WRAP	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-053-01A 092317719-0103	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-053-02A 092317719-0104	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-053-03A 092317719-0105	* BLACK CAULKING / GRAY PAD	Gray/Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-053-04A 092317719-0106	* BLACK CAULKING / GRAY PAD	Gray/Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-053-05A 092317719-0107	LEVELING COMPOUND	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-053-06A 092317719-0108	GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-053-07A 092317719-0109	WHITE PUTTY	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-055-01A 092317719-0110	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CA-055-02A 092317719-0111	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-055-03A 092317719-0112	GRAY PAD	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-055-04A 092317719-0113	GREEN GASKET	Green Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-055-05A 092317719-0114	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-055-06A 092317719-0115	* BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-055-07A 092317719-0116	* GRAY CAULKING	Gray Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile
CA-055-08A 092317719-0117	* GRAY CAULKING				Positive Stop (Not Analyzed)
CA-058-01A 092317719-0118	BLACK CAULKING	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-058-02A 092317719-0119	* GREEN GASKET	Green Fibrous Homogeneous	20% Cellulose	60% Matrix 20% Non-fibrous (Other)	None Detected
CA-058-03A 092317719-0120	* GREEN GASKET	Green Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
CA-059-01A 092317719-0121	* CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-059-02A 092317719-0122	* CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-061-01A 092317719-0123	* GREEN GASKET	Green Fibrous Homogeneous	20% Cellulose	60% Matrix 20% Non-fibrous (Other)	None Detected
CA-061-02A 092317719-0124	* GREEN GASKET	Green Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
CA-057-01A 092317719-0125	CONCRETE	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-057-02A 092317719-0126	CONCRETE	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile
CA-057-03A 092317719-0127	GRAY PAD	Gray/Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
CA-057-04A 092317719-0128	LEVELING COMPOUND	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	<1% Chrysotile

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Customer ID: SMGS42

Customer PO: 11-23-00009

Project ID:

Analyst(s)

Aimee Hartwig (49)

Alyssa Pham (31)

Christian Albayalde (48)

Cecilia Yu, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 08/23/2023 18:31:43

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

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#092317761

Company: Safety Management Systems (SMGS42)		EMSL-Bill to: ☐ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street: 4200 Easton Dr., Suite 7		Third Party Billing requires written authorization from third party	
City: Bakersfield	State/Province: CA	Zip/Postal Code: 93309	Country: USA
Report To (Name): Mike Horton		Telephone #: 661-703-7103	
Email Address: Michael.horton@acadian.com		Fax #:	Purchase Order:
Project Name/Number: DWRS LFD 7145 Aqueduct		Please Provide Results: ☐ Fax ☐ Email	
U.S. State Samples Taken: CA Pool 17(3) & Pool 18(1) PB		CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour	☐ 6 Hour	☐ 24 Hour	☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☒ 2 Week
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide			
Matrix	Method	Instrument	Reporting Limit
Chips ☐ % by wt. ☐ mg/cm ² ☒ ppm (mg/kg)	SW846-7000B/7420	Flame Atomic Absorption	0.01%
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter
	NIOSH 7303	ICP-OES	0.5 µg/filter
Wipe* ☐ ASTM non ASTM ☐	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe
*If no box is checked, non-ASTM Wipe is assumed	SW846-6010B or C	ICP-OES	1.0 µg/wipe
TCLP	SW846-1311/7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)
TTLIC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)
	22 CCR App. II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)
STLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)
	22 CCR App. II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)
Soil	SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)
Wastewater Unpreserved ☐	SM3111B/SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)
Preserved with HNO ₃ pH < 2 ☐	EPA 200.7	ICP-OES	0.020 mg/L (ppm)
Drinking Water Unpreserved ☐	EPA 200.5	ICP-OES	0.003 mg/L (ppm)
Preserved with HNO ₃ pH < 2 ☐	EPA 200.8	ICP-MS	0.001 mg/L (ppm)
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter
Name of Sampler: Mike Horton		Signature of Sampler: <i>MH</i>	
Sample #	Location	Volume/Area	Date/Time Sampled
CA-035-06P	Silver / Red	Chips	08-07-23
CA-039U-05P	Silver / Green / Red		
CA-039D-05P	Silver / Green		
CA-042-06P	Silver / Red		
CA-040-03P	Gray		
CA-043-08P	Silver / Red		
CA-045-06P	Gray		
CA-046-07P	Silver / Red		
Client Sample #s		Total # of Samples: 18	
Relinquished (Client):	Mike Horton	Date: 08-10-23	Time: 1700
Received (Lab):	JM EFX (2)	Date: 8/11/23	Time: 9:15
Comments: 11-23-00009			



Lead (Pb) Chain of Custody
LA Testing Order Number *(Lab Use Only):*

LA TESTING

#092317761

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

[illegible]

Comments/Special Instructions:

Received; JM FX @ 8/11/20 9:15

Page 2 of 2 pages

AMENDED

EMSL Order ID (Lab Use Only):

#092317761

Page 1 of 1 pages

Hinton, Corey

#092317761

From: Hinton, Corey
Sent: Friday, August 11, 2023 1:47 PM
To: Michael Horton
Cc: EMSL Lab - San Leandro
Subject: RE: Missing Sample/Extra Sample - Project: DWRSFLD 7145 Aqueduct Pool 17(3) & Pool 18(1) Pb

Categories: Corey Hinton

Hi Mike,

Thank you for reaching out in regards to these samples. We will omit 040-03P from this project and include 057-05P as requested.

If you would like to send a revised COC that includes 057-05P, please be sure to add this sample at the end of the COC. Due to system constraints once the samples are logged in, new samples can only be added at the end of the project.

If you have any questions in regards to this project please feel free to reach out.

Best,



Corey Hinton

Administrative Assistant

EMSL Analytical, Inc. 464 McCormick Street San Leandro, CA 94577

Phone: 510-895-3675 Toll Free: 888-455-3675

Conduct Field Surveys From Your Smart Device Today! Download EMSL's APP: [iTunes App Store - Apple](#) or [Google Play](#)

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From: Michael Horton <michael.horton@acadian.com>

Sent: Friday, August 11, 2023 1:13 PM

To: Hinton, Corey <chinton@EMSL.com>

Subject: Re: Missing Sample/Extra Sample - Project: DWRSFLD 7145 Aqueduct Pool 17(3) & Pool 18(1) Pb

[EXTERNAL E-MAIL]

Hey Corey

Can you please disregard Sample 040-03P (remove from the COC) and add Sample 057-05P to the COC?

Thanks!

**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com**APPENDIX VI**

EMSL Order: 092317761
 CustomerID: SMGS42
 CustomerPO: 11-23-00009
 ProjectID:

Attn: **Mike Horton**
Safety Management Systems
4200 Easton Dr. #7
Bakersfield, CA 93309

Phone: (337) 521-3400
 Fax:
 Received: 8/11/2023 09:15 AM
 Collected:

Project: **DWRS LFD 7145 AQUEDUCT POOL 17 (3) & POOL 18 (1) PB****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
CA-035-06P	092317761-0001 Site: SILVER / RED	8/17/2023		0.2513 g	180000 ppm
CA-039U-05P	092317761-0002 Site: SILVER / GREEN / RED	8/17/2023		0.2505 g	34000 ppm
CA-039D-05P	092317761-0003 Site: SILVER / GREEN	8/17/2023		0.2509 g	490 ppm
CA-042-06P	092317761-0004 Site: SILVER / RED	8/17/2023		0.2578 g	160000 ppm
CA-043-08P	092317761-0005 Site: SILVER / RED	8/17/2023		0.2542 g	200000 ppm
CA-045-06P	092317761-0006 Site: GRAY	8/17/2023		0.2533 g	220 ppm
CA-046-07P	092317761-0007 Site: SILVER / RED	8/17/2023		0.2511 g	230000 ppm
CA-047-05P	092317761-0008 Site: YELLOW	8/17/2023		0.253 g	390 ppm
CA-049-08P	092317761-0009 Site: SILVER / RED	8/17/2023		0.2531 g	180000 ppm
CA-051-05P	092317761-0010 Site: SILVER	8/17/2023		0.1322 g	10000 ppm
CA-054-07P	092317761-0011 Site: SILVER / RED	8/17/2023		0.2519 g	210000 ppm
CA-050-05P	092317761-0012 Site: SILVER / RED / YELLOW / BLUE	8/17/2023		0.2504 g	140000 ppm
CA-052-05P	092317761-0013 Site: WHITE	8/17/2023		0.258 g	<80 ppm
CA-053-08P	092317761-0014 Site: SILVER / RED	8/17/2023		0.2594 g	190000 ppm
CA-055-09P	092317761-0015 Site: SILVER / ORANGE / YELLOW	8/17/2023		0.2556 g	230000 ppm

Cecilia Yu, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA AIHA LAP, LLC-ELLAP Accredited #101748

Initial report from 08/17/2023 11:07:42

**EMSL Analytical, Inc**

464 McCormick Street, San Leandro, CA 94577

Phone/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com>sanleandrolab@emsl.com**APPENDIX VI**

EMSL Order: 092317761
CustomerID: SMGS42
CustomerPO: 11-23-00009
ProjectID:

Attn: **Mike Horton**
Safety Management Systems
4200 Easton Dr. #7
Bakersfield, CA 93309

Phone: (337) 521-3400
Fax:
Received: 8/11/2023 09:15 AM
Collected:

Project: **DWRSFLD 7145 AQUEDUCT POOL 17 (3) & POOL 18 (1) PB****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
CA-058-05P	092317761-0016 Site: DARK BLUE	8/17/2023		0.2536 g	560 ppm
CA-058-06P	092317761-0017 Site: LIGHT BLUE	8/17/2023		0.2566 g	<80 ppm
CA-057-05P	092317761-0018 Site: SILVER / RED	8/17/2023		0.258 g	190000 ppm

Cecilia Yu, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA AIHA LAP, LLC-ELLAP Accredited #101748

Initial report from 08/17/2023 11:07:42



Department of Water Resources

“Lead Inspection Report”



San Louis Field Division

“Dos Amigos Pumping Plant – Check Site Stop Logs Paint”

Prepared by:
Safety Management Systems, LLC
4200 Easton Dr., Ste. 7
Bakersfield, CA 93309
March 2026

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1.0 Executive Summary

Safety Management Systems (SMS) conducted a *Lead in Paint Survey* of the paint on the check site stop logs in the Dos Amigos Pumping Plant Lay Down Yard within the Department of Water Resource's San Louis Field Division, in Merced County, California. The survey was conducted to determine lead concentrations in the paint associated with the specified equipment in order to identify those materials that may require special handling during renovation or demolition of the equipment.

The surveys were conducted on March 5, 2026, by SMS Industrial Hygiene Technician Austin Witt CSP, with the final report reviewed by David S. Beadle, CIH, CSP.

The lead samples were submitted to LA Testing Lead Laboratory, Inc. in Huntington Beach CA. and were analyzed for total lead concentrations by Inductively Coupled Plasma Optical Emission Spectroscopy (ICP-OES) with a reporting limit of 0.0004%, based on the minimum sample weight. The methodology for analysis of lead content by ICP-OES is SW846-6010. Three (3) lead bulk samples were collected for analysis by ICP-OES and were analyzed by the laboratory. Analysis determined that two (2) of the samples submitted contain 600 ppm of lead or more.

There is 6,242 ft² of paint that contains more than 600 ppm on the equipment in this survey.

The following table lists the materials sampled, location, lab analyses result, paint condition, and approximate quantities for each material sampled.

1.1 Lead Paint Results

Table 1.1 San Louis Field Division Dos Amigo Pumping Plant, Check Site Stop Logs – Lead in Paint Results

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
0623-OPSE-01	The paint sample was taken from the east face of stop log #4, 8' south of the north fence, 3' above ground level.	Green/Orange /Green	91,000	Poor- Faded, Chalking, Chipping	6,072 ft ²	
0623-OPSE-02	The paint sample was taken from the west face of stop log #14, 10' south of the north fence, 3' above ground level.	Green	190	Poor- Faded, Chalking, Chipping	3,036 ft ²	
0623-OPSE-03	The paint sample was taken from the east face of the removal arm/bridle, 8 south of the northern fence, 6' above ground level.	Green/Orange	180,000	Poor- Faded, Chalking, Chipping	170 ft ²	
*Paint condition defined: "Intact" = the entire surface is intact; "Fair" = less than or equal to 10 ft ² is deteriorated; "Poor" = more than 10 ft ² deteriorated.						

2.0 Scope of Work

Safety Management Systems, LLC was retained by the Department of Water Resources to survey the paint on the check site stop logs for possible paint containing lead and to develop a report based on the laboratory results.

2.1 Service Description

The following Professional Services were provided:

- a) Conduct lead paint surveys of the specified equipment as directed by the client in accordance with the procedures, standards, and qualifications of individuals performing the survey, as defined in federal, state, and local ordinance.
- b) Using industry standard guidelines, collect bulk samples of each suspect lead-containing paint.
- c) Submit all samples to an independent laboratory for the analysis of total lead concentrations.
- d) Prepare a written report that indicates the following:
 - 1) Sample numbers, sample locations, lead content of each paint sampled, paint conditions, and an estimated quantity of each paint sampled.
 - 2) Provide a laboratory report from the designated laboratory for all lead paint samples analyzed.

3.0 Procedures and Access

3.1 Access

The surveys were performed on March 5, 2026, by Safety Management Systems, LLC.

3.2 Survey Procedures

The survey for lead containing paint was conducted by visually assessing each component for the presence of potential lead containing paint and physically obtaining representative samples of each suspect material.

3.3 Laboratory Information

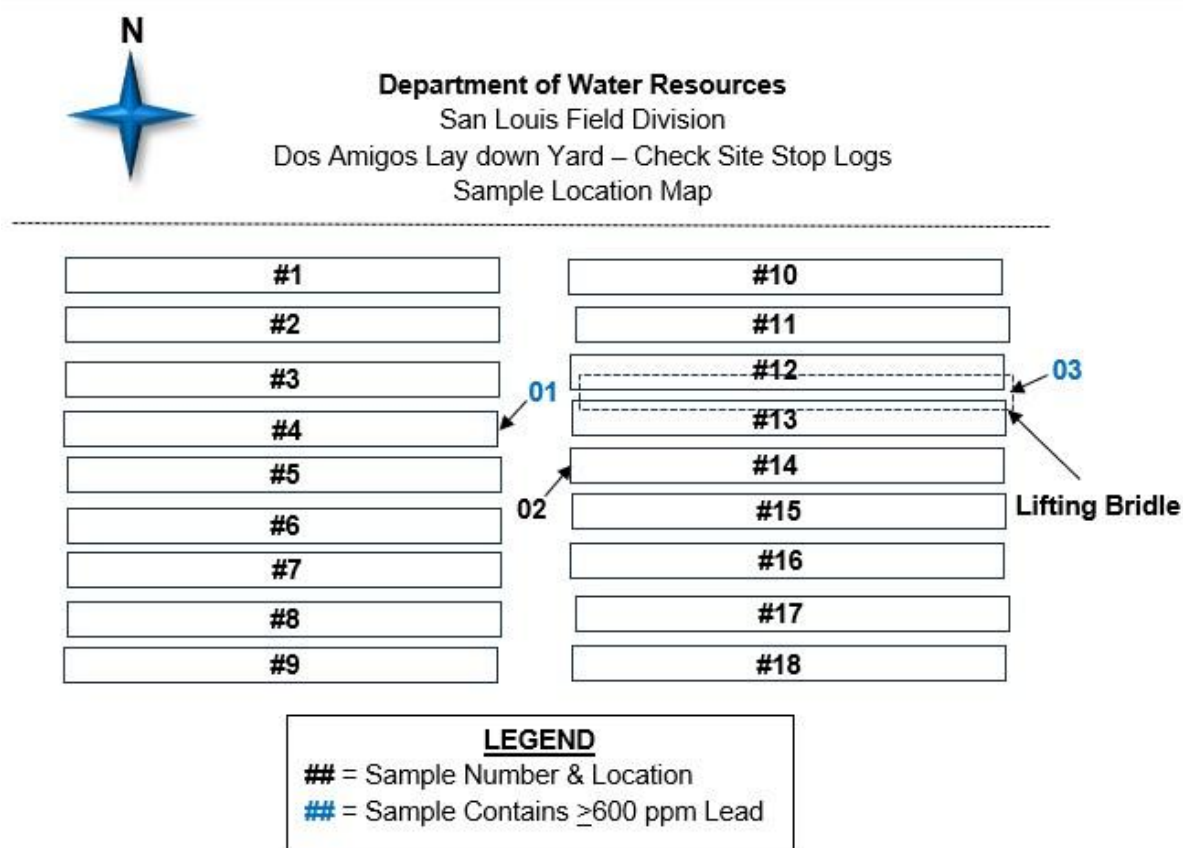
The samples were analyzed by LA Testing Laboratories of Huntington Beach, California:

- California – Bulk Asbestos, Lead, Asbestos in Drinking Water, and Microbiology Certification #1406
- AIHA Laboratory Accreditation Program Certification #101650.
- NIST – NVLAP Asbestos Fiber Analysis Certification #101384-0

4.0 Component Descriptions

The Department of Water Resources are in the process of repairing/repainting the check site stop logs in the Dos Amigos Pumping Plant Lay Down Yard. There is a total of (18) stop logs and (1) lifting arm/bridle. The stop logs dimensions are approximately 16 x 4' x 1.5' with interior cavities on one side. The paint on all of the stop logs is heavily deteriorated; due to the nature of the deterioration (and oxidation) there appears to be several shades of different colors. However, upon closer inspection there seems to be only two colors of paint present, green and orange. To aid with the identification of each of these identical stop logs each of them was numbered (1-18, See site Map). Numbers 6, 9, 12, 14, 16, and 17 are painted green. Numbers 1, 2, 3, 4, 5, 10, 11, 13, 15, and 18 are painted green with a layer of orange and green underneath. The lifting arm/bridle is painted green with orange primer underneath.

5.0 Sample Location Map



6.0 Reference Photos



Reference photo of the top of the stop logs.



Reference photo of the interior cavities of the stop logs.

7.0 Assumptions

No assumptions have been made within the scope of work in this document.

8.0 Conclusions

Based on our evaluation of the laboratory results and information gathered during our visual assessment, paint containing 600 ppm of lead or more has been identified in the following locations:

- The green/orange/green paint on stop logs 1, 2, 3, 4, 5, 10, 11, 13, 15, and 18. (6,072 ft²)
- The green/orange paint on the lifting arm/bridle. (170 ft²)

9.0 Recommendations

The provisions set forth in CCR Title 8, Cal/OSHA Construction Safety Orders Lead Section 1532, should be followed during construction, alteration, or repair, of equipment or components coated with paint containing any amount of lead. Section (d)(4) of the regulation stipulates that objective data which demonstrate that lead surface coatings are under 600 ppm by weight can be used in lieu of initial exposure monitoring only if work practices do not include the use of the “trigger tasks” highlighted in Section (d)(2). Performing tasks such as manual scraping or demolition, cutting and torch burning may require the use of qualified, trained personnel. Additional safety precautions may include medical surveillance, respiratory protection, and exposure assessments based on work practices.

Notification to employees and contractors working within the area must be made in accordance with the California Health and Safety Code, Section 25915 et. seq. and Proposition 65.

10.0 Work Plans

No work plans have been developed under the scope of work covered by this document.

11.0 Limitations

Safety Management Systems warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of its preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence and condition of accessible and/or exposed lead containing paint, limited to the subject components in the areas directed by the client at the time of inspection. Test results are valid only for the materials tested.

There is a distinct possibility that conditions may exist which could not be identified within the scope of study or which were not apparent during the site visit. This inspection covered only those areas that were included in the scope and/or physically accessible to the inspector at the time of the survey, using destructive sampling techniques. Suspect materials not identified or sampled during the survey may be hazardous and should be treated as lead containing paint, until sampled and analyzed. The study is also limited to the information available from the client at the time it was conducted. No other warranties are implied or expressed.

12.0 Signatures and Certifications

Sampling conducted and report written by:



Austin Witt, CSP
Industrial Hygiene Technician
Safety Management Systems, LLC

Report reviewed by:



David S. Beadle, CIH, CSP
CAC No. 04-3626
Senior Industrial Hygienist
Hydro-Environmental Technologies, Inc (HETI)



		STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH		
LEAD-RELATED CONSTRUCTION CERTIFICATE				
INDIVIDUAL:  David Beadle	CERTIFICATE TYPE: Lead Inspector/Assessor Lead Project Monitor	NUMBER: LRC-00013673 LRC-00013672	EXPIRATION DATE: 1/16/2027 1/16/2027	
Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD				

Appendix A – Lead Laboratory Results



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax: (714)-828-4944
www.emsl.com

EMSL Order ID: 332651527

LIMS Reference ID: GE51527

EMSL Customer ID: SMGS42

Attention: Austin Witt

Safety Management Systems [SMGS42]
4200 Easton Dr. #7
Bakersfield, CA 93309
(337) 521-3400
austin.witt@acadian.com

Project Name:

PAT/DWR 7145 SLFD DOS AMIGOS CHECK
SITE STOP LOGS PB

Customer PO:

EMSL Sales Rep:

Natalie Murphy

Received:

03/09/2026 09:20

Reported:

03/12/2026 11:04

Analytical Results

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: 0305-DASL-01/GREEN/ORANGE/GREEN						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-01			
Lead	91000 ppm	200 ppm	0.5037 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	100
Client Sample ID: 0305-DASL-02/GREEN						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-02			
Lead	190 ppm	2 ppm	0.5066 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	1
Client Sample ID: 0305-DASL-03/GREEN/ORANGE						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-03			
Lead	180000 ppm	400 ppm	0.5032 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	200

Page 1 of 4

**LA Testing**

5431 Industrial Drive, Huntington Beach, CA, 92649
 Telephone: (714)-828-4999 Fax: (714)-828-4944
www.emsl.com

EMSL Order ID: 332651527

LIMS Reference ID: GE51527

EMSL Customer ID: SMGS42

Attention: Austin Witt

Safety Management Systems [SMGS42]
 4200 Easton Dr. #7
 Bakersfield, CA 93309
 (337) 521-3400
austin.witt@acadian.com

Project Name:

PAT/DWR 7145 SLFD DOS AMIGOS CHECK
 SITE STOP LOGS PB

Customer PO:

EMSL Sales Rep: Natalie Murphy

Received: 03/09/2026 09:20

Reported: 03/12/2026 11:04

Certified Analyses included in this Report

Analyte	Certifications
<i>SW-846 6010D in Chips</i>	
Lead	33-AIHA ELLAP

List of Certifications

Code	Description	Number	Expires
33-AIHA ELLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP	101650	02/01/2027
33-AIHA IHLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - IHLAP	101650	02/01/2027
33-CA Water Boards	California Water Boards	1406	01/31/2028

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
E	Result is beyond calibration range. This value is estimated.
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit
Wet	Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

Page 2 of 4

**LA Testing**

5431 Industrial Drive, Huntington Beach, CA, 92649
 Telephone: (714)-828-4999 Fax: (714)-828-4944
 www.emsl.com

EMSL Order ID: 332851527

LIMS Reference ID: GE51527

EMSL Customer ID: SMGS42

Attention: Austin Witt

Safety Management Systems [SMGS42]
 4200 Easton Dr. #7
 Bakersfield, CA 93309
 (337) 521-3400
 austin.witt@acadian.com

Project Name:

PAT/DWR 7145 SLFD DOS AMIGOS CHECK
 SITE STOP LOGS PB

Customer PO:**EMSL Sales Rep:**

Natalie Murphy

Received:

03/09/2026 09:20

Reported:

03/12/2026 11:04

 Michael Chapman Laboratory Manager or other approved signatory

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Page 3 of 4



Lead Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.

Huntington Beach, CA 92649

PHONE: (714) 828-4999

EMAIL: huntingtonbeachlab@lat

651527

Customer ID: SMGS42		Billing ID:	
Company Name: Safety Management Systems		Company Name: Safety Management Systems	
Contact Name: Austin Witt		Billing Contact: Austin Witt	
Street Address: 4200 Easton Dr. #7		Street Address: 4200 Easton Dr. #7	
City, State, Zip: Bakersfield CA 93309 Country: US		City, State, Zip: Bakersfield CA 93309 Country: US	
Phone: 337-521-3400		Phone: 337-521-3400	
Email(s) for Report: austin.witt@acadian.com		Email(s) for Invoice:	

Project Information		Purchase Order:	
Project Name/No: PAT/DWR 7145 SLED Dos Anigops Check Site: Stop Legs 196		Purchase Order:	
EMSL Link Project ID:		US State where sample collected: CA	
Sampled By Name: Austin Witt		No. of Samples in Shipment: 3	
Turn-Around-Time (TAT):		No. of Samples in Shipment: 3	
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week		☐ Commercial (Taxable) ☐ Residential (Non-Taxable)	

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
CHIPS ☐ % by wt. ☒ ppm (mg/kg) ☐ mg/kg	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	☐
Reporting Limit based on a minimum 0.25g sample weight	SW 846-80100	ICP-OES	0.0004% (4ppm)	☒
	NIOSH 7082	Flame Atomic Absorption	4µg/liter	☐
AIR	NIOSH 7300M / NIOSH 7303M	ICP-OES	0.5µg/liter	☐
	NIOSH 7300M / NIOSH 7303M	ICP-MS	0.05µg/liter	☐
WIPE ☐ ASTM ☐ NON-ASTM	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	☐
If no box is checked, non-ASTM Wipe is assumed	SW 846-80100	ICP-OES	1.0µg/wipe	☐
TCLP	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1311 / SW 846-80100*	ICP-OES	0.1 mg/L (ppm)	☐
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW 846-1312 / SW 846-80100*	ICP-OES	0.1 mg/L (ppm)	☐
TTLIC	22 CCR App. II, SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	22 CCR App. II, SW 846-80100*	ICP-OES	2mg/kg (ppm)	☐
STLC	22 CCR App. II, SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	22 CCR App. II, SW 846-80100*	ICP-OES	0.1 mg/L (ppm)	☐
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
	SW 846-80100*	ICP-OES	2mg/kg (ppm)	☐
Wastewater	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
Unpreserved	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	☐
Preserved with HNO3	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	☐
Drinking Water	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
Unpreserved	40 CFR Part 50	ICP-OES	12 µg/liter	☐
Preserved with HNO3				☐
TSP/SPM Filter				☐
Other:				☐

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
0305-DASL-01	Green/Orange/Green	Chips	3/5/26
0305-DASL-02	Green		
0305-DASL-03	Green/Orange		

Method of Shipment: Fed Ex		Sample Condition Upon Receipt:	
Relinquished by: Austin Witt	Date/Time: 3/5/26 1:30 PM	Received by: Rpermalwood (fx)	Date/Time: 3/9/26
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - CDD-25 Lead WTS 4/10/2021

*5010C Available Upon Request

#A33



AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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Page 1 of 1

Appendix B – Common Terminology

Lead-Based Paint: Paint or other surface coatings that contain lead at concentrations greater than or equal to 5,000 ppm, 1.0 mg/cm², or 0.5% by weight.

Lead Containing Paint: Non-regulatory term, used to identify paint that contains lead, but at concentrations less than those used to define Lead-Based Paint.

Deteriorated paint: Any paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate.

Trigger Task: Tasks listed in Cal/OSHA's Lead in Construction Standard (Title 8 Section 1532.1 (d)(2)) that trigger specific employee protective measures until an exposure assessment for the task has been completed.

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Department of Water Resources

“Lead Inspection Report”



San Louis Field Division

“Dos Amigos Pumping Plant – Check Site Stop Logs Paint”

Prepared by:
Safety Management Systems, LLC
4200 Easton Dr., Ste. 7
Bakersfield, CA 93309
March 2026

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1.0 Executive Summary

Safety Management Systems (SMS) conducted a *Lead in Paint Survey* of the paint on the check site stop logs in the Dos Amigos Pumping Plant Lay Down Yard within the Department of Water Resource's San Louis Field Division, in Merced County, California. The survey was conducted to determine lead concentrations in the paint associated with the specified equipment in order to identify those materials that may require special handling during renovation or demolition of the equipment.

The surveys were conducted on March 5, 2026, by SMS Industrial Hygiene Technician Austin Witt CSP, with the final report reviewed by David S. Beadle, CIH, CSP.

The lead samples were submitted to LA Testing Lead Laboratory, Inc. in Huntington Beach CA. and were analyzed for total lead concentrations by Inductively Coupled Plasma Optical Emission Spectroscopy (ICP-OES) with a reporting limit of 0.0004%, based on the minimum sample weight. The methodology for analysis of lead content by ICP-OES is SW846-6010. Three (3) lead bulk samples were collected for analysis by ICP-OES and were analyzed by the laboratory. Analysis determined that two (2) of the samples submitted contain 600 ppm of lead or more.

There is 6,242 ft² of paint that contains more than 600 ppm on the equipment in this survey.

The following table lists the materials sampled, location, lab analyses result, paint condition, and approximate quantities for each material sampled.

1.1 Lead Paint Results

Table 1.1 San Louis Field Division Dos Amigo Pumping Plant, Check Site Stop Logs – Lead in Paint Results

Sample ID	Location of Sample	Color	Lead (ppm)	*Condition of paint	Quantity	Sample Photo
0623-OPSE-01	The paint sample was taken from the east face of stop log #4, 8' south of the north fence, 3' above ground level.	Green/Orange /Green	91,000	Poor- Faded, Chalking, Chipping	6,072 ft ²	
0623-OPSE-02	The paint sample was taken from the west face of stop log #14, 10' south of the north fence, 3' above ground level.	Green	190	Poor- Faded, Chalking, Chipping	3,036 ft ²	
0623-OPSE-03	The paint sample was taken from the east face of the removal arm/bridle, 8 south of the northern fence, 6' above ground level.	Green/Orange	180,000	Poor- Faded, Chalking, Chipping	170 ft ²	
*Paint condition defined: "Intact" = the entire surface is intact; "Fair" = less than or equal to 10 ft ² is deteriorated; "Poor" = more than 10 ft ² deteriorated.						

2.0 Scope of Work

Safety Management Systems, LLC was retained by the Department of Water Resources to survey the paint on the check site stop logs for possible paint containing lead and to develop a report based on the laboratory results.

2.1 Service Description

The following Professional Services were provided:

- a) Conduct lead paint surveys of the specified equipment as directed by the client in accordance with the procedures, standards, and qualifications of individuals performing the survey, as defined in federal, state, and local ordinance.
- b) Using industry standard guidelines, collect bulk samples of each suspect lead-containing paint.
- c) Submit all samples to an independent laboratory for the analysis of total lead concentrations.
- d) Prepare a written report that indicates the following:
 - 1) Sample numbers, sample locations, lead content of each paint sampled, paint conditions, and an estimated quantity of each paint sampled.
 - 2) Provide a laboratory report from the designated laboratory for all lead paint samples analyzed.

3.0 Procedures and Access

3.1 Access

The surveys were performed on March 5, 2026, by Safety Management Systems, LLC.

3.2 Survey Procedures

The survey for lead containing paint was conducted by visually assessing each component for the presence of potential lead containing paint and physically obtaining representative samples of each suspect material.

3.3 Laboratory Information

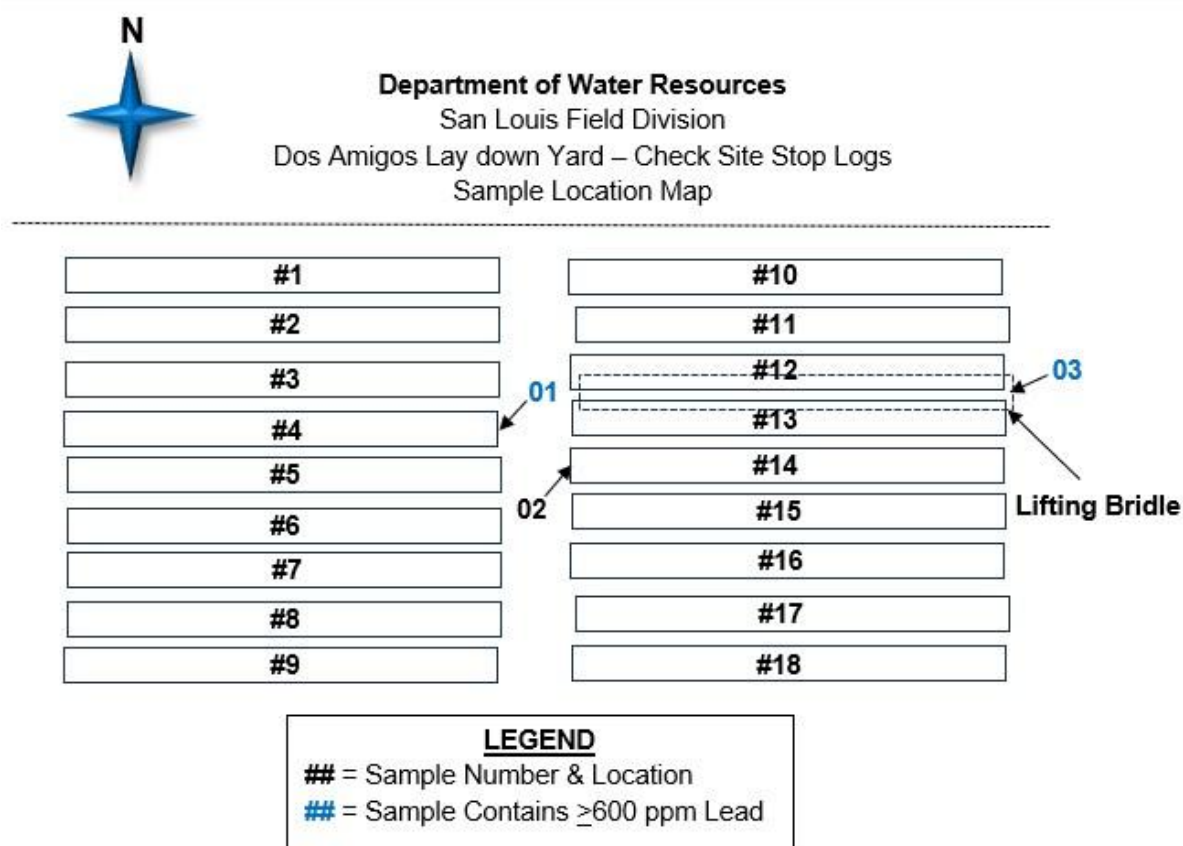
The samples were analyzed by LA Testing Laboratories of Huntington Beach, California:

- California – Bulk Asbestos, Lead, Asbestos in Drinking Water, and Microbiology Certification #1406
- AIHA Laboratory Accreditation Program Certification #101650.
- NIST – NVLAP Asbestos Fiber Analysis Certification #101384-0

4.0 Component Descriptions

The Department of Water Resources are in the process of repairing/repainting the check site stop logs in the Dos Amigos Pumping Plant Lay Down Yard. There is a total of (18) stop logs and (1) lifting arm/bridle. The stop logs dimensions are approximately 16 x 4' x 1.5' with interior cavities on one side. The paint on all of the stop logs is heavily deteriorated; due to the nature of the deterioration (and oxidation) there appears to be several shades of different colors. However, upon closer inspection there seems to be only two colors of paint present, green and orange. To aid with the identification of each of these identical stop logs each of them was numbered (1-18, See site Map). Numbers 6, 9, 12, 14, 16, and 17 are painted green. Numbers 1, 2, 3, 4, 5, 10, 11, 13, 15, and 18 are painted green with a layer of orange and green underneath. The lifting arm/bridle is painted green with orange primer underneath.

5.0 Sample Location Map



6.0 Reference Photos



Reference photo of the top of the stop logs.



Reference photo of the interior cavities of the stop logs.

7.0 Assumptions

No assumptions have been made within the scope of work in this document.

8.0 Conclusions

Based on our evaluation of the laboratory results and information gathered during our visual assessment, paint containing 600 ppm of lead or more has been identified in the following locations:

- The green/orange/green paint on stop logs 1, 2, 3, 4, 5, 10, 11, 13, 15, and 18. (6,072 ft²)
- The green/orange paint on the lifting arm/bridle. (170 ft²)

9.0 Recommendations

The provisions set forth in CCR Title 8, Cal/OSHA Construction Safety Orders Lead Section 1532, should be followed during construction, alteration, or repair, of equipment or components coated with paint containing any amount of lead. Section (d)(4) of the regulation stipulates that objective data which demonstrate that lead surface coatings are under 600 ppm by weight can be used in lieu of initial exposure monitoring only if work practices do not include the use of the “trigger tasks” highlighted in Section (d)(2). Performing tasks such as manual scraping or demolition, cutting and torch burning may require the use of qualified, trained personnel. Additional safety precautions may include medical surveillance, respiratory protection, and exposure assessments based on work practices.

Notification to employees and contractors working within the area must be made in accordance with the California Health and Safety Code, Section 25915 et. seq. and Proposition 65.

10.0 Work Plans

No work plans have been developed under the scope of work covered by this document.

11.0 Limitations

Safety Management Systems warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of its preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence and condition of accessible and/or exposed lead containing paint, limited to the subject components in the areas directed by the client at the time of inspection. Test results are valid only for the materials tested.

There is a distinct possibility that conditions may exist which could not be identified within the scope of study or which were not apparent during the site visit. This inspection covered only those areas that were included in the scope and/or physically accessible to the inspector at the time of the survey, using destructive sampling techniques. Suspect materials not identified or sampled during the survey may be hazardous and should be treated as lead containing paint, until sampled and analyzed. The study is also limited to the information available from the client at the time it was conducted. No other warranties are implied or expressed.

12.0 Signatures and Certifications

Sampling conducted and report written by:



Austin Witt, CSP
Industrial Hygiene Technician
Safety Management Systems, LLC

Report reviewed by:



David S. Beadle, CIH, CSP
CAC No. 04-3626
Senior Industrial Hygienist
Hydro-Environmental Technologies, Inc (HETI)



		STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH		
LEAD-RELATED CONSTRUCTION CERTIFICATE				
INDIVIDUAL:  David Beadle	CERTIFICATE TYPE: Lead Inspector/Assessor Lead Project Monitor	NUMBER: LRC-00013673 LRC-00013672	EXPIRATION DATE: 1/16/2027 1/16/2027	
Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD				

Appendix A – Lead Laboratory Results



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax: (714)-828-4944
www.emsl.com

EMSL Order ID: 332651527

LIMS Reference ID: GE51527

EMSL Customer ID: SMGS42

Attention: Austin Witt

Safety Management Systems [SMGS42]
4200 Easton Dr. #7
Bakersfield, CA 93309
(337) 521-3400
austin.witt@acadian.com

Project Name:

PAT/DWR 7145 SLFD DOS AMIGOS CHECK
SITE STOP LOGS PB

Customer PO:

EMSL Sales Rep:

Natalie Murphy

Received:

03/09/2026 09:20

Reported:

03/12/2026 11:04

Analytical Results

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: 0305-DASL-01/GREEN/ORANGE/GREEN						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-01			
Lead	91000 ppm	200 ppm	0.5037 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	100
Client Sample ID: 0305-DASL-02/GREEN						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-02			
Lead	190 ppm	2 ppm	0.5066 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	1
Client Sample ID: 0305-DASL-03/GREEN/ORANGE						Date Sampled: 03/05/26			
Matrix: Chips						LIMS Reference ID: GE51527-03			
Lead	180000 ppm	400 ppm	0.5032 g	03/11/26 CW1	Metals	03/11/26 TH	SW-846 6010D	E	200

Page 1 of 4

**LA Testing**

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 SITE STOP LOGS PB

Customer PO:**EMSL Sales Rep:**

Natalie Murphy

Received:

03/09/2026 09:20

Reported:

03/12/2026 11:04

Certified Analyses included in this Report

Analyte	Certifications
<i>SW-846 6010D in Chips</i>	
Lead	33-AIHA ELLAP

List of Certifications

Code	Description	Number	Expires
33-AIHA ELLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP	101650	02/01/2027
33-AIHA IHLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - IHLAP	101650	02/01/2027
33-CA Water Boards	California Water Boards	1406	01/31/2028

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
E	Result is beyond calibration range. This value is estimated.
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit
Wet	Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

Page 2 of 4

**LA Testing**

5431 Industrial Drive, Huntington Beach, CA, 92649
 Telephone: (714)-828-4999 Fax: (714)-828-4944
 www.emsl.com

EMSL Order ID: 332851527
 LIMS Reference ID: GE51527
 EMSL Customer ID: SMGS42

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 Safety Management Systems [SMGS42]
 4200 Easton Dr. #7
 Bakersfield, CA 93309
 (337) 521-3400
 austin.witt@acadian.com

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 SITE STOP LOGS PB

Customer PO:
EMSL Sales Rep: Natalie Murphy
Received: 03/09/2026 09:20
Reported: 03/12/2026 11:04

Michael Chapman Laboratory Manager or other approved signatory

BMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. BMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received and results are only applicable to those metals and/or related compounds solubilized by the acid digestion scheme in the method referenced. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. QC sample results are within quality control criteria and met method specifications unless otherwise noted.

Page 3 of 4



Lead Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.

Huntington Beach, CA 92649

PHONE: (714) 828-4999

EMAIL: huntingtonbeachlab@lat

651527

Customer ID: SMGS42		Billing ID:	
Company Name: Safety Management Systems		Company Name: Safety Management Systems	
Contact Name: Austin Witt		Billing Contact: Austin Witt	
Street Address: 4200 Easton Dr. #7		Street Address: 4200 Easton Dr. #7	
City, State, Zip: Bakersfield CA 93309 Country: US		City, State, Zip: Bakersfield CA 93309 Country: US	
Phone: 337-521-3400		Phone: 337-521-3400	
Email(s) for Report: austin.witt@acadian.com		Email(s) for Invoice:	

Project Information		Purchase Order:	
Project Name/No: PAT/DWR 7145 SLED Dos Assigns Check Site: Stop Legs 196		Purchase Order:	
EMSL Link Project ID:		US State where sample collected: CA	
Sampled By Name: Austin Witt		No. of Samples in Shipment: 3	
Sampled By Signature: [Signature]		Turn-Around-Time (TAT):	
☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☒ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week		☐ Commercial (Taxable) ☐ Residential (Non-Taxable)	

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
CHIPS ☐ % by wt. ☒ ppm (mg/kg) ☐ mg/kg	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	☐
Reporting Limit based on a minimum 0.25g sample weight	SW 846-60100	ICP-OES	0.0004% (4ppm)	☒
AIR	NIOSH 7082	Flame Atomic Absorption	4µg/liter	☐
WIPE ☐ ASTM ☐ NON-ASTM	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	☐
If no box is checked, non-ASTM Wipe is assumed	SW 846-60100	ICP-OES	1.0µg/wipe	☐
TCLP	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
TTLC	22 CCR App. II, SW 846-60100*	ICP-OES	0.1 mg/L (ppm)	☐
STLC	22 CCR App. II, SW 846-60100*	ICP-OES	0.1 mg/L (ppm)	☐
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	☐
Wastewater	SW 846-60100*	ICP-OES	2mg/kg (ppm)	☐
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Preserved with HNO3 ☐ PH+2	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	☐
Drinking Water	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	☐
Unpreserved	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
Preserved with HNO3 ☐ PH+2	40 CFR Part 50	ICP-OES	12 µg/liter	☐
TSP/SPM Filter				☐
Other:				☐

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
0305-DASL-01	Green/Orange/Green	Chips	3/5/26
0305-DASL-02	Green		
0305-DASL-03	Green/Orange		

Method of Shipment: Fed Ex		Sample Condition Upon Receipt:	
Relinquished by: Austin Witt	Date/Time: 3/5/26 1:30 PM	Received by: Rpermalwood (fx)	Date/Time: 3/9/26
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - CDD-25 Lead WTS 4/16/2021

*5010C Available Upon Request

#A33



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